3866

Site Reassessment

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

DATE: September 9, 2010

TO: CERCLIS File

FROM: Karen Jurist (SAM)

SUBJECT: Union Pacific
CERCLIS ID: CAD983581844

The Union Pacific site was used as a railroad maintenance yard and diesel engine repair yard. The site consists of two sub-areas: OU-S-5, an active rail yard and line; and OU-S-6, an inactive area also referred to as Curtis Park Village. The State of California Department of Toxic Substances Control (DTSC) has been involved with the site since 1981. A Remedial Investigation/Feasibility Study completed in 1991 showed soil and groundwater contamination. Numerous Removal Actions were completed in the early 1990s excavating contaminated soils. In 1993, Union Pacific removed approximately 14,500 tons of slag material from the site via rail cars for disposal at a landfill in Utah. A Remedial Action Plan for soils and groundwater contamination was approved in 1995 with subsequent approval of design and implementation workplans that included an off-site extraction well field to prevent further migration of contamination, soil vapor extraction, and more plans for soil excavation. After years of remedial work, a Remedial Investigation Workplan was approved in 2007 that included sampling to assess conditions and verify the remedy remains protective of human health and the environment. An additional Remedial Investigation showed some soil contamination still remained at the site and further excavation was conducted in 2009. Remediation at the site is currently ongoing and land use restrictions are in place for a portion of the site. Certification of project completion is estimated to occur in 2014. DTSC is the lead oversight agency for this site and is actively overseeing remediation.

A Final Assessment Decision for this site is recommended at this time based on current information.

Attachments: Site Reassessment Triage Recommendation; Envirostor printout (9/9/10); Consent Order; Proposed Excavation and Remediation Strategy for Curtis Park Village (6/30/10); Proposed Revision to Excavation and Remediation Strategy (8/18/10); Land Use Covenant for OU-S-5 (6/18/10); Land Use Covenant for OU-S-6 (7/22/10); Revised Soil Management Plan Concurrence Letter (8/25/10); Certification of Removal Action (12/2/09)

Privileged and Confidential – Deliberative

3866-2252351

# TRIAGE RECOMMENDATION

☒ Draft ☒ Final

Site Reassessment

Date of Triage: Date of EPA Approval of SSA:

## Core Locational and Status Information:

This information should be obtained from either the Site Screening Assessment (SSA) form or CERCLIS):

| | |
|---|---|
| Site Name: | Union Pacific |
| Other Names: | Union Pacific Railroad, Curtis Park (DTSC Name), Western Pacific Railroad Company, Union Pacific Railroad, Sacramento |
| Site Street Address: | 2207 7th Avenue, 3675 Western Pacific Avenue (DTSC Address) |
| City, County, State: | Sacramento, Sacramento County, California |
| Zip Code: | 95818 |
| Primary EPA ID Number: | CAD983581844 |
| Secondary EPA ID #s: | CAD000323063 |

In Calsites Database? ☒ Yes ☐ No If, yes, specify ID number 34400003

CA DTSC REGION Name: Central California

CA RWQCB REGION: Central Valley CA RWQCB REGION #: 5

Latitude: 38.5401 Longitude: -121.4806

MAD Code:

Note: Latitude and Longitude coordinates will be generated by the USEPA GIS Office along with an accompanying "Site Evaluation" map and metadata backup (Attachment B) of this document.

| Check One | SITE STATUS | Date of completion: (MM/DD/YYYY) |
|---|---|---|
| ☐ | Post Discovery | |
| ☒ | Post Preliminary Assessment | 01/26/1992 |
| ☐ | Post Site Investigation | |

| Check One | REMEDIATION LEAD: STATE OR FEDERAL (per concurrence on original SSA document) |
|---|---|
| ☐ | No further action under CERCLA – State Lead |
| ☐ | CERCLA eligible – EPA Lead – go to # 1 |
| ☒ | CERCLA eligible – State-Lead or Follow Up – go to #2 or # 3 |
| ☐ | CERCLA eligible – Emergency Response – go to # 4 |
| ☐ | CERCLA eligible – Local Agency Lead – go to #3 |
| ☐ | No Further Action CERCLA or State Authority |

## 1. Referral to USEPA (REFOA/PASI): Site Assessment – Federal Lead

| Check one | ACTION | High | Medium | Low |
|---|---|---|---|---|
| ☐ | Preliminary Assessment | ☐ | ☐ | ☐ |
| ☐ | Site Investigation | ☐ | ☐ | ☐ |
| ☐ | Preliminary Assessment/Site Investigation | ☐ | ☐ | ☐ |
| ☐ | Reassessment | ☐ | ☐ | ☐ |
| ☐ | NPL Consideration | ☐ | ☐ | ☐ |
| ☐ | Removal | ☐ | ☐ | ☐ |

## 2. Referral to DTSC (REFRC/OCA): Site Mitigation – DTSC Lead or Follow Up

| Check one | Action | Actual | Potential |
|---|---|---|---|
| ☒ | Needs Further Evaluation | ☐ | ☐ |
| | Enforcement | ☒ | ☐ |
| | Voluntary Cleanup Agreement Program | ☐ | ☐ |
| | 128a Grant | ☐ | ☐ |
| | Brownfields | ☐ | ☐ |
| ☐ | No Further Action | | |

## 3. Referral to Regional Water Board, Brownfields, or Local Agency (REFRW/REFOA/OCA):

| Check One | Program | High Priority | Medium Priority | Low Priority |
|---|---|---|---|---|
| ☐ | Brownfields | ☐ | ☐ | ☐ |
| ☐ | Regional Water Board - Specify Region: | ☐ | ☐ | ☐ |
| | Regional Board Name: | | | |
| | Regional Board Number: | | | |
| ☐ | Local Agency – Specify Agency and Contact | | | |
| | Agency: | | | |
| | Contact | | | |
| | Phone Number: | | | |
| ☐ | Other: Specify | | | |

## 4. Referral to Emergency Response:

| Check One | Program |
|---|---|
| ☐ | **EPA Emergency Response Office** |
| ☐ | **DTSC Emergency Response Office** |

State Approval: Tim Miles (Signature) — Tim Miles (Type Name) — 09/13/2010 (Date: MM/DD/YYYY)

EPA Concurrence: Karen Jurist (Signature) — Karen Jurist (Type Name) — 9/13/2010 (Date: MM/DD/YYYY)

Note: EPA Concurrence approves Triage Recommendation

EPA ONLY:
Archive and Date:
ERS Exclusion and Date:
FAD and Date: FAD
NFFA and Date:

Spec Initiative:
Non-NPL Status: OCA Start
Site Assessment Action: Site Reassessment
Action Start and Complete Date:

## 3.0 REGULATORY AND ENFORCEMENT HISTORY

Provide information regarding past and present regulatory and enforcement activity associated with the site. Citations and reference documentation should be included *for **initiation, status, and certification*** documents used for substantiating site status. Web links may be used when accompanying a short narrative regarding what the document in the link states about the site. *Sections 3.1 through 3.4 are limited to 1800 characters (approximately two paragraphs). Responses requiring more space should be included as a reference to this report and identified below with the statement "See Attachment F".*

*This section, along with section 1 required for Other Cleanup Activity (OCA sites ("G4 sites"))*

Primary Regulatory Agency Involved ☐ Federal ☒ State ☐ Local ☐ None

Note: This recommendation should be included on Executive Summary Page

### 3.1 Regulatory Agencies: Federal

The United States Environmental Protection Agency (USEPA) approved a Preliminary Assessment (PA) for the Union Pacific site (Department of Toxic Substances Control (DTSC) name is Union Pacific Railroad-Curtis Park) on January 26, 1992. The conclusion of the PA was that further assessment was necessary. DTSC conducted a reassessment of the site under the Preliminary Assessment/Site Inspection (PASI) grant in 2008. USEPA's current status for the site is *Other Cleanup Activity: State-Lead Cleanup*. DTSC is also conducting this reassessment under the PASI grant.

### 3.2 Regulatory Agencies: State

DTSC has been involved with the site since 1981. An Enforceable Agreement (Consent Order) was signed on March 26, 1987 between the Department of Health Services (now the Department of Toxic Substances Control (DTSC)) and Union Pacific Railroad. The site consists of an active rail yard and line OU-S-5 (Operable Unit S-5), and active light rail line OU-S-6 (Operable Unit S-6) and an inactive area currently referred to as Curtis Park Village.

A Remedial Action Plan was approved by DTSC in 1995 for the inactive portion of the site. That work is being performed by Curtis Park Village, LLC who purchased the property from Union Pacific in 2003. The responsible party submitted a *Proposed Excavation and Remediation Strategy* letter to DTSC in June 2010 to complete all activities in the Curtis Park Village portion of the site. DTSC has responded with a letter in August 2010 addressing the proposed strategy and has provided comments that require additional information and analysis.

A land use restriction was placed on the OU-S-5 parcel and recorded in June 2010. A revised Soil Management Plan for the OU-S-5 unit was approved by DTSC in August 2010.

A land use restriction for OU-S-6 was recorded in July 2009. A removal action was completed for the area in December 2009.

## 3.3 Regulatory Agencies: Local

The City of Sacramento has been involvement with activities related to the proposed redevelopment of the site.

## 3.4 PRP Viability

Union Pacific Railroad Company in the responsible party for the site. It has signed a Consent Order with DTSC and has agreed to pay all costs. Portions of the site have been sold to Curtis Park Village, LLC. No PRP viability has been conducted for this company as part of the triage process.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

# ENVIROSTOR

## UNION PACIFIC RAILROAD, CURTIS PARK (34400003)

3675 WESTERN PACIFIC AVENUE
SACRAMENTO, CA 95818
SACRAMENTO COUNTY
**SITE TYPE:** STATE RESPONSE OR NPL

**PROJECT MANAGER:** THOMAS TSE
**SUPERVISOR:** FERNANDO A. AMADOR
**OFFICE:** SACRAMENTO
**PUBLIC PARTICIPATION SPECIALIST:** NATHAN SCHUMACHER
**PRESS CONTACT:** KAM COVEYOU

### Site Information

**CLEANUP STATUS**
**ACTIVE AS OF 1/1/1987**

**SITE TYPE:** STATE RESPONSE OR NPL
**NATIONAL PRIORITIES LIST:** NO
**ACRES:** 94 ACRES
**APN:** 013-0010-028-0000, 013-0010-029-0000
**CLEANUP OVERSIGHT AGENCIES:**
DTSC - SITE CLEANUP PROGRAM - LEAD

**ENVIROSTOR ID:** 34400003
**SITE CODE:** 100151
**SPECIAL PROGRAM:**
**FUNDING:** RESPONSIBLE PARTY
**ASSEMBLY DISTRICT:** 09
**SENATE DISTRICT:** 06

### Regulatory Profile

**PAST USE(S) THAT CAUSED CONTAMINATION**
RAIL ROAD MAINTENANCE SHOP

**POTENTIAL CONTAMINANTS OF CONCERN**
METALS
PETROLEUM
POLYCHLORINATED BIPHENYLS (PCBS)
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS)
UNCATEGORIZED
VOLATILE ORGANICS (8260B VOCS)

**POTENTIAL MEDIA AFFECTED**
OTHER GROUNDWATER AFFECTED (USES OTHER THAN DRINKING WATER), SOIL

### Site History

In the early 1900's, Western Pacific Railroad developed a railroad maintenance yard at the Site to maintain and rebuild steam locomotives and boilers, refurbish rail cars and assemble trains. Activities conducted at the facility included sand-blasting, painting, machining, welding, dismantling, and reassembly of locomotives and rail cars and switching operations. Diesel engine repair and maintenance activities began in the mid 1950's. Union Pacific Railroad Company acquired the Site in 1982 and discontinued the railroad maintenance operations in 1983. Remaining buildings and structures in the maintenance yard were demolished in 1985/1986.

The Site is located about 1.5 miles south of downtown Sacramento in an area that is predominantly residential. Residential neighborhoods are located on the west, northwest, north and east of the Curtis Park Rail Yard. Sacramento City College is situated adjacent to the southwest portion of the Site and the Sacramento Regional Transit District's light rail tracks are is located on the west. The Site is divided into active (24 acres) and inactive (about 70 acres) portions of the Rail Yard. The active portion is currently operating as a switching yard by Union Pacific Rail Road Company. In 2003, Curtis Park Village, LLC purchased the inactive portion of the Rail Yard from UP and is currently conducting the cleanup.

### Land Use Restrictions

**DISCLAIMER: The land use restrictions listed under the site management requirements are only an abbreviated summary of the land use restrictions, and may not encompass all restrictions and notification requirements placed on a property. For complete land use restriction information please see the Land Use Restriction document by, clicking on the "VIEW COVENANT" link.**

| | AREA | SUB-AREA | DATE RECORDED | SITE MANAGEMENT REQUIREMENTS |
|---|---|---|---|---|
| [VIEW COVENANT] | OU S-5 | | 6/18/2010 | • DAY CARE CENTER PROHIBITED<br>• ELDER CARE CENTER PROHIBITED<br>• RAISING OF FOOD PROHIBITED<br>• NO GROUNDWATER EXTRACTION AT ANY DEPTH WITHOUT APPROVAL<br>• HOSPITAL USE PROHIBITED<br>• PERFORM H&S PLAN PRIOR TO SUBSURFACE WORK<br>• LAND USE COVENANT<br>• NOTIFY PRIOR TO DEVELOPMENT<br>• NO EXCAVATION OR ACTIVITIES WHICH DISTURB THE SOIL BELOW A SPECIFIED DEPTH (SEE COVENANT FOR DEPTH) WITHOUT AGENCY REVIEW AND APPROVAL OF A SOIL MANAGEMENT PLAN<br>• NOTIFY AFTER CHANGE OF PROPERTY OWNER<br>• NOTIFY PRIOR TO CHANGE IN LAND USE<br>• NO OIL OR GAS EXTRACTION AT ANY DEPTH<br>• RESIDENCE USE PROHIBITED<br>• PUBLIC OR PRIVATE SCHOOL FOR PERSONS UNDER 21 PROHIBITED |
| [VIEW COVENANT] | S-6 | | 7/22/2009 | • DAY CARE CENTER PROHIBITED<br>• NO EXCAVATION OF CONTAMINATED SOILS WITHOUT AGENCY REVIEW AND APPROVAL<br>• HOSPITAL USE PROHIBITED<br>• PERFORM H&S PLAN PRIOR TO SUBSURFACE WORK<br>• LAND USE COVENANT<br>• NOTIFY PRIOR TO DEVELOPMENT<br>• NOTIFY AFTER CHANGE OF PROPERTY OWNER<br>• NOTIFY PRIOR TO SUBSURFACE WORK<br>• NOTIFY PRIOR TO CHANGE IN LAND USE<br>• RESIDENCE USE PROHIBITED<br>• PUBLIC OR PRIVATE SCHOOL FOR PERSONS UNDER 21 PROHIBITED |

## Currently Scheduled Activities Through 6/30/2011

| AREA NAME | SUB-AREA | DOCUMENT TYPE | DUE DATE | REVISED DATE |
|---|---|---|---|---|
| PROJECT WIDE | | CEQA - Initial Study/ Environmental Impact Report | 10/29/2010 | |
| PROJECT WIDE | | Design/Implementation Workplan | 12/8/2010 | |
| PROJECT WIDE | | CEQA - Responsible Agency Review | 4/10/2011 | |
| PROJECT WIDE | | Fact Sheets | 6/13/2011 | |

## Future Activities

NOTE: THE DUE DATES OF FUTURE ACTIVITIES ARE SUBJECT TO CHANGE BASED ON THE PROGRESS OF CURRENTLY SCHEDULED ACTIVITIES

| AREA NAME | SUB-AREA | DOCUMENT TYPE | DUE DATE |
|---|---|---|---|
| PROJECT WIDE | | Design/Implementation Workplan | 2012 |
| PROJECT WIDE | | Remedial Action Completion Report | 2013 |
| PROJECT WIDE | | Certification | 2014 |

## Completed Activities

| | AREA NAME | SUB-AREA | DOCUMENT TYPE | DATE COMPLETED | COMMENTS |
|---|---|---|---|---|---|
| [VIEW DOCS] | OU S-5 | | Soils Management Plan | 8/30/2010 | |
| [VIEW DOCS] | PROJECT WIDE | | August 2010 Stockpile Management Monitoring Report | 8/30/2010 | August 2010 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | | Correspondence - Received | 8/18/2010 | CPV's proposed strategy to continue the remediation at the Site consistent with the remedy approved in the 1995 RAP. |
| [VIEW DOCS] | PROJECT WIDE | | July 2010 Stockpile Management Monitoring Report | 8/17/2010 | |
| [VIEW DOCS] | PROJECT WIDE | | June 2010 Stockpile Management Monitoring Report | 6/30/2010 | June 2010 Stockpile Management Monitoring Report. |

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|---|---|---|---|---|
| [VIEW DOCS] | OU S-5 | Land Use Restriction | 6/18/2010 | |
| [VIEW DOCS] | PROJECT WIDE | May 2010 Stockpile Management Monitoring Report | 6/3/2010 | May 2010 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | April 2010 Stockpile Management Monitoring Report | 5/13/2010 | April 2010 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | OU S-5 | Well Decommissioning Report | 5/6/2010 | A report summarizing the field activities to abandon monitoring well (MW-48) and Piezometer (P-10) at the Site. |
| [VIEW DOCS] | PROJECT WIDE | March 2010 Stockpile Management Monitoring Report | 3/18/2010 | March 2010 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | Public Notice | 3/16/2010 | Met with community and SCNA to discuss CAP technology and provide project status. Notice went out to SCNA and residents via neighborhood paper. |
| [VIEW DOCS] | S-6 | Land Use Restriction Monitoring Report | 3/2/2010 | Land Use Covenant Annual Inspection Report. |
| [VIEW DOCS] | PROJECT WIDE | February 2010 Stockpile Management Monitoring Report | 2/24/2010 | February 2010 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | January 2010 Stockpile Management Monitoring Report | 1/11/2010 | |
| [VIEW DOCS] | S-6 | Certification | 12/2/2009 | |
| [VIEW DOCS] | OU S-5 | Well Decommissioning Workplan | 11/24/2009 | Workplan to abandon one monitoring well and a piezometer. |
| [VIEW DOCS] | PROJECT WIDE | November 2009 Stockpile Management Monitoring Report | 11/18/2009 | November 2009 Stockpile Management Monitoring Report |
| [VIEW DOCS] | S-6 | Correspondence | 11/4/2009 | Letter notifying Sacramento Regional Transit District (SacRT) that a Land Use Covenant and Environmental Restriction has been recorded by Union Pacific Railroad Company on the property occupied and used by SacRT. |
| [VIEW DOCS] | PROJECT WIDE | Design/Implementation Workplan | 10/7/2009 | Revised Air Monitoring Plan for remedial activities at the Site. |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 10/5/2009 | Work Notice for resuming excavation and stockpiling of impacted soil at the Site. |
| [VIEW DOCS] | PROJECT WIDE | September 2009 Stockpile Management Monitoring Report | 9/25/2009 | September 2009 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | Remedial Investigation Report | 9/23/2009 | Review of the Second Addendum Remedial Investigation Report prepared to summarize the soil investigation conducted between June 2008 and January 2009. The result indicated approximately 169,400 cubic yards of impacted remaining at the Site. |
| [VIEW DOCS] | PROJECT WIDE | Design/Implementation Workplan | 9/10/2009 | Amendment to RDIP for resuming excavation at the Inactive Portion of the Railyard in accordance with the 1995 RAP. Excavated soils will be stockpiled onsite until final disposition has been determined through a RAP amendment. The letter request a Revised Air Monitoring Plan be submitted to DTSC's review and approval prior to initiation of field activities. |
| [VIEW DOCS] | PROJECT WIDE | Notice of Availabiliry/Intent to Adopt - Draft Mitigated Negative Declaration | 9/8/2009 | Reviewed Notice of Availability/Intent to Adopt - Draft Mitigated Negative Declaration for the Sacramento City College Light Rail Transit Station Pedestrian/Bicycle Overcrossing. |
| [VIEW DOCS] | PROJECT WIDE | August 2009 Stockpile Management Monitoring Report | 8/17/2009 | August 2009 Stockpile Management Monitoring Report. |

| | | | | |
|---|---|---|---|---|
| [VIEW DOCS] | S-6 | Land Use Restriction | 7/22/2009 | Land use covenant recorded on OU S-6 of the Curtis Park Railyard site. The parcel is currently being used by the Sacramento Regional Transit District as a transit right of way as well as a station for loading and unloading passengers. |
| [VIEW DOCS] | PROJECT WIDE | July 2009 Stockpile Management Monitoring Report | 7/17/2009 | July 2009 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | OU S-5 | Remedial Investigation Report | 7/15/2009 | DTSC concurs with the Soil Investigation Report that the Site conditions are similar to historic conditions. |
| [VIEW DOCS] | PROJECT WIDE | June 2009 Stockpile Management Monitoring Report | 6/17/2009 | June 2009 Stockpile Management Monitoring Report. |
| [VIEW DOCS] | PROJECT WIDE | CEQA - Initial Study/ Environmental Impact Report | 6/1/2009 | Reviewed and Provided comments on the City of Sacramento's EIR for the Development Project. DTSC reviewed the draft EIR as a Responsible Agency for Amending the Remedial Action Plan. |
| | PROJECT WIDE | Fieldwork | 2/1/2009 | Conducted field investigation to determine the volume of impacted soils remaining at the Site. |
| [VIEW DOCS] | PROJECT WIDE | Hazard Assessment Report and Stockpile Management Plan | 11/10/2008 | Review of Hazard Assessment Report for the Inactive Portion of the Curtis Park Railyard Site. |
| [VIEW DOCS] | PROJECT WIDE | City of Sacramento Notice of Availability/Intent To Approve - Draft Mitigated Negative Declaration For The Curtis Park Village Combined Sewer Regional Storage Project | 10/24/2008 | |
| [VIEW DOCS] | PROJECT WIDE | Remedial Investigation Workplan | 10/24/2008 | A workplan to address remaining data gaps regarding the extent of impacts at the Site, potential threat to groundwater or indoor air from constituents of potential concern in site soil and the suitability of available portions of the site for consolidating and capping waste. |
| [VIEW DOCS] | PROJECT WIDE | Correspondence - Received | 9/23/2008 | |
| [VIEW DOCS] | PROJECT WIDE | Correspondence | 9/16/2008 | DTSC requested Curtis Park Village, LLC. to assess the Inactive Portion of the Railyard site for potential hazards and review and revise the stockpile management plan in the Remedial Design and Implementation Plan. |
| [VIEW DOCS] | PROJECT WIDE | Correspondence - Received | 8/13/2008 | DTSC provides a response to CPV notice of intent to revise the approved RAP for the soil in the Inactive portion of the railyard. |
| [VIEW DOCS] | PROJECT WIDE | Correspondence - Received | 6/3/2008 | Approval of request to supplement the procedures in the 2004 RDIP for determining additional/completion of excavation. |
| [VIEW DOCS] | PROJECT WIDE | Correspondence - Received | 5/19/2008 | |
| | OU S-5 | Fieldwork | 2/12/2008 | UP conducted field activities at this operable unit. The proposed activities are installation of four (4) boring and collection nine surface soil samples. |
| [VIEW DOCS] | PROJECT WIDE | Site Screening | 2/11/2008 | A reassessment of the site was conducted for USEPA under the PA/SI grant. |
| [VIEW DOCS] | OU S-5 | Remedial Investigation Workplan | 9/10/2007 | The Workplan proposes to collect soil samples to assess the soil conditions and to verify the remedy remains protective of human health and the environment. The proposed activities include drilling four (4) soil borings and collecting nine (9) surface samples. |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 7/13/2007 | A work notice announcing the continuation of the remedial action at the Site. |

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|---|---|---|---|---|
| [VIEW DOCS] | PROJECT WIDE | Design/Implementation Workplan | 10/20/2005 | Final 2004 Remedial Design and Implementatin Plan for the inactive portion of the Rail Yard Site. A report containing the revised construction-design drawings for Remedial Design and Implementation Plan, Cleaup level Development Technical Memorandum and the Western Pacific Loop Investigation Summary Report were approved by DTSC. The design drawings were revised to include remediation of the Western Loop area and the additional parcel. |
| [VIEW DOCS] | PROJECT WIDE | Public Notice | 7/15/2005 | |
| [VIEW DOCS] | PROJECT WIDE | CEQA - Responsible Agency Review | 6/22/2005 | |
| [VIEW DOCS] | PROJECT WIDE | Remedial Action Plan w/ESD | 6/22/2005 | RAP/ESD (Remedial Action Plan/Explanation of Significant Difference). An ESD was issued for the inclusion of 6.98 acres from the active portion (Additional Parcel) of the Rail Yard to the current cleanup at the inactive portion (Sale Parcel) of the Curtis Park Rail Yard. The cleanup of the 6.98 Acres would result in an additional 4,000 Cubic Yards of impacted soil being excavated for offsite disposal. The Department of Toxic Substances Control (DTSC) will be filed a notice of Determination (NOD) with OPR in accordance with the requirements of the California Environmental Quality Act (CEQA). The ESD documents DTSC's Determination that the 1995 RAP and its corresponding CEQA Determination supporting documents adequately address the potential impacts associated with the proposed ESD Project and that the proposed project will not result in a significant adverse effect on the Environment. CEQA/NOD -- DTSC will be filing a NOD with the CEQA. The NOD is for issuance of an ESD for inclusion of 6.98 Acres from the Active portion (Additional Parcel) of the Rail Yard to the current cleanup at the Inactive portion (Sale Parcel) of the Curtis Park Rail Yard. The Cleanup of the 6.98 Acres would result in an additional 4,000 cubic yards of impacted soil being excavated for offsite disposal. The NOD State Clearing House # (SCH #9402023) documents DTSC's Determination that the 1995 RAP and its corresponding CEQA Determination supporting documents adequately address the potential impacts associated with the proposed ESD Project and that the proposed project will not result in a Significant Adverse Effect on the Environment. |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 8/1/2003 | |
| [VIEW DOCS] | S-6 | Removal Action Completion Report | 4/30/2002 | RMDL - OUS6 -- DTSC has approved completion of soil remedial action conducted in accordance with the Remedial Action Workplan "Slag and Slag-impacted Soil, Operable Unit S-6", October 2000, and the "Final Excavation Work Plan Debris Fill Soil Remediation Operable Unit S-6", May 2001. The completed actions consisted of removal of debris along the north west edge of the site extending into four residential properties and, removal of slag ballast, slag and arsenic impacted soil from the portion of the Union Pacific Railroad Company's (UPRR) Curtis Park Railyard mainline right of way (OUS-6) purchased by the Sacramento Regional Transit District (SRTD) for their Southline Light Rail Corridor Right of Way project. |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 6/2/2001 | |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 3/1/2001 | |

| | | | | |
|---|---|---|---|---|
| [VIEW DOCS] | S-6 | Design/Implementation Workplan | 8/18/2000 | The DTSC approved the final Remedial Action Design (RAD). DES/OUS-6 - The final RAD outlines the process for removal of that has been sold to RT. The proposed work will be performed consistent with the 2000 Removal Action Workplan and will consist of excavation of slag and slag impacted soil where it is present beneath the main line tracks. An estimated 9,500 cubic yards of material will be excavated. Excavated material will be loaded into trucks, transported to a stockpile area on site, then loaded to railcars for off site transport and disposal to a land- fill in Utah. |
| [VIEW DOCS] | PROJECT WIDE | CEQA - Responsible Agency Review | 7/24/2000 | CEQA/NOD - The DTSC has approved a final Explanation of Signifi- cant Differences (ESD) on 7/21/00 and is filing a Notice of Determination with OPR. The subject ESD and CEQA determination was made available for public review for 35 days from 5/9/00 to 6/12/00. A notice was displayed in the Sacramento Bee newspaper and a fact sheet was mailed to the site mailing list to provide information and announce the comment period and a public meeting. On 5/23/00, the DTSC held a public meeting at Sierra 2 Community Center. An information repository was established at the Belle Cooledge Library, the Sacramento City College Library, The Sacramento City Clerk's Office, and at the DTSC - Sacramento Office file room to make available for review the ESD, CEQA determination and supporting documents. The subject NOD (SCH #94042023) documents DTSC's determination that a 1995 RAP and its corresponding CEQA determination and supporting documents adequately address the potential impacts associated withthe proposed ESD project and that the proposed project will not result in a significant adverse effect on the environment. |
| [VIEW DOCS] | PROJECT WIDE | Remedial Action Plan w/ESD | 7/21/2000 | RAP/ESD - The DTSC has approved a final Explanation of Signifi- cant Differences (ESD) and is filling a Notice of Determination with OPR. During implementation of the 1995 RAP it was discovered that PAH contaminated soil was more extensive than had been estimated, resulting in an increase of up to 50% soil to be remediated and an increase of two years to the project schedule. The subject ESD documents DTSC's determination that a 1995 RAP and its corresponding CEQA determination and supporting documents adequately address the potential impacts associated with the proposed ESD project, and that the proposed project will not result in a significant adverse effect on the environment. The subject NOD documents DTSC's determination that a 1995 RAP and its corresponding CEQA determination and supporting documents adequately address the potential impacts associated with the proposed ESD project and that the proposed project will not result in a significant adverse effects on the environment. |
| [VIEW DOCS] | S-6 | CEQA - Responsible Agency Review | 5/23/2000 | California Environmental Quality Act (CEQA) - The DTSC has approved a Notice of Determination (NOD). The subject NOD documents DTSC's determination that the RT EIR and supporting documents adequately address the potential impacts of the RAW project, and that the proposed project will not result in a significant adverse effect on the environment. |
| [VIEW DOCS] | S-6 | Removal Action Workplan | 5/11/2000 | Removal Action Workplan (RAW) - the DTSC has approved a final RAW for Operable Unit S-6. The final RAW outlines the process for removal of slag railroad track ballast from the portion of the Rail Yard that has been sold to Regional Transit (RT). The The proposed work will be performed consistent with the 1995 Remedial Action Plan (RAP) and will consist of |

| | | | | |
|---|---|---|---|---|
| | | | | excavation of slag where it is present beneath the main line tracks. Excavated slag will be loaded into trucks, transported to a stockpile area, then loaded to railcars for off site transport and disposal to a landfill in Utah. |
| [VIEW DOCS] | PROJECT WIDE | Fact Sheets | 7/1/1999 | |
| | PROJECT WIDE | Design/Implementation Workplan | 5/26/1998 | DES/SOIL2 -- DTSC has approved the Phase II Design. The Phase II Remedial Action constitutes the beginning of the second of two phases which will constitute Final Remedial Action to address soil impacts at the Site. Phase IIA action will address arsenic PAH's, TPH and Lead impacts within Operable Units S-1 (except the Former Oil House Area) and S-E. Due to the nature and extent of the currently Operating soil vapor extraction equipment and piping system, Operable Unit S-2 (The Central Fill Area) and the Former Oil House Portion of S-1 will not be accessible for excavation during Phase IIA. Phase IIB will address arsenic, PAH's, Lead and residual Petroleum Hydrocarbon and/or VOC impacts within Operable Unit S-2 and the Former Oil House (Operable Unit S-1). |
| [VIEW DOCS] | PROJECT WIDE | Remedial Action Completion Report | 6/3/1997 | RMDL/GW -- Approval of groundwater remedial action implementation. Work was completed in accordance with the 12/95 "Onsite and Offsite Groundwater Remedial Measure Workplan" to expand the existing onsite groundwater extraction and treatment system to address VOC impacts to the list and second hydro- stratigraphic zone and construct an offsite component to hydraulically contain the plume to prevent further lateral migration. The expansion added three offsite wells and two onsite wells. System performance evaluation is ongoing and will be presented by technical memorandum in a later submittal. |
| | PROJECT WIDE | Design/Implementation Workplan | 3/31/1997 | DES/SOIL1-- Approval of Phase 1 Soil Design. Phase 1 is the first of two phases which constitute final remedial action to address soil impacts at the site. Phase 1 consists of excavation and offsite disposal of an estimated 10,140 cy of impacted soil from accessible areas. Targeted soil is impacted with petroleum hydrocarbons, asbestos containing soil and debris, and polychlorinated biphenyls. Phase II will address arsenic and lead impacts and residual petroleum hydrocarbons from currently inaccessible areas, and PAH's. |
| | PROJECT WIDE | Design/Implementation Workplan | 12/6/1995 | DES (GW): The Department has approved the Design of the groundwater remediation system prepared in response to implementation of the June 1995 Remedial Action Plan. This workplan contains the technical rationale and proposed approach for addressing on and off-site groundwater impacts of the subject site. The Design includes expanding the existing onsite groundwater interim remedial measure and implementing an off-site extraction well field to prevent further migration of existing impacts, and remediate impacted groundwater. |
| [VIEW DOCS] | PROJECT WIDE | CEQA - Initial Study/ Neg. Declaration | 6/30/1995 | A Notice of Determination was completed for the Negative Declaration prepared for the approval of Remedial Action Plan for soils and groundwater remediation. |
| [VIEW DOCS] | PROJECT WIDE | Remedial Action Plan | 6/30/1995 | Approved Final Remedial Action Plan for soils and groundwater remediation. |
| [VIEW DOCS] | PROJECT WIDE | Removal Action Completion Report | 12/29/1993 | RA - SLAG -- Union Pacific removed approximately 14,517 tons of slag material from the site. The material was removed in 148 rail cars for disposal at the ECDC landfill in Utah. (approx. 10,000 cubic yards) |

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|---|---|---|---|---|
| | PROJECT WIDE | Removal Action Completion Report | 6/19/1993 | Demolition and removal of 72K gal. underground concrete tank. Removal of 2,500 cu yds of Debris and hydrocarbon contaminated soil. |
| [VIEW DOCS] | PROJECT WIDE | Removal Action Completion Report | 4/16/1993 | Two monitoring wells, in the highest contaminated area, were converted to extraction wells. |
| [VIEW DOCS] | PROJECT WIDE | Removal Action Completion Report | 6/18/1992 | Removal of Approx. 500 cu yds from two vacant lots and one residential lot. |
| | PROJECT WIDE | Remedial Investigation / Feasibility Study | 3/11/1991 | The Remedial Investigation results show surface soil contaminated with arsenic (As), lead (Pb), copper (Cu), petroleum hydrocarbons, asbestos, and polycyclic Aromatic Hydrocarbons (PAHs) Groundwater is contaminated with benzene, dichloroethylene (DCE), trichloroethylene (TCE), and dichloroethane (DCA). The extent of asbestos soil contamination near the former asbestos storage contamination near the former asbestos storage building was further defined in October 1990 and subsequently removed. Shallow groundwater onsite and offsite to the south- east is contaminated with organic solvents. Private wells within a one mile radius of the groundwater plume have been identified but show no chemical contamination. The offsite groundwater contamination has been determined to extend to 5,000 feet to the southwest of the site. A R/FS was completed in March 1991. |
| | PROJECT WIDE | Public Participation Plan / Community Relations Plan | 8/30/1989 | A public participation plan has been prepared and approved for the Site. |
| [VIEW DOCS] | PROJECT WIDE | Consent Order | 3/3/1987 | Union Pacific Railroad entered into a Consent Order for the investigation and cleanup of the Site. |
| | PROJECT WIDE | *Site Inspection (SI) Report | 8/27/1986 | Site Inspection Done: Site listed on BEP. Sample results show arsenic, barium, lead, cadmium, zinc, restro prod, and asbestos. |
| | PROJECT WIDE | Preliminary Assessment Report | 8/22/1986 | Site Screening Done: Mitre Model Required. Preliminary Assessment Done: Railroad maintenance & switching yard; subdivision of Union Pacific since 1982. |
| | PROJECT WIDE | * Discovery | 6/2/1981 | |



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BEFORE THE CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

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|---|---|
| In the matter of: | Docket No. HSA 86/87-015EA |
| Union Pacific Railroad Company<br>1416 Dodge Street<br>Omaha, NE 68179<br><br>Agent for Service<br>Robert S. Rust<br>5480 Ferguson Drive, Room 200<br>Los Angeles, CA 90022<br><br>Facility Location:<br>3675 Western Pacific Avenue<br>Sacramento, CA 95818<br>RESPONDENT | ENFORCEABLE AGREEMENT<br>(Health and Safety Code Section 25355.5) |

THIS AGREEMENT is made and entered into by and between the UNION PACIFIC RAILROAD COMPANY (Respondent) and the

DEPARTMENT OF HEALTH SERVICES (Department).

RECITALS

The Department has conducted a preliminary investigation for the existence of toxic waste and hazardous substances on property owned by the WESTERN PACIFIC RAILROAD COMPANY, a wholly-owned subsidiary of Respondent.

The sections under the heading of "JURISDICTION", "STATEMENTS OF LAW" and "DETERMINATION", are findings of Department and by entering into this agreement Respondent does not necessarily agree with the statements contained in these sections and does not waive its right to challenge their conclusions. Respondent agrees to perform the actions specified in Sections 5.1 through and including 6.19.

I

JURISDICTION

The following Enforceable Agreement (Agreement) is entered into on this date between Respondent and Department pursuant to Section 25355.5 of the Hazardous Substance Account Act (Health and Safety Code 25300 et seq.). The Department is the lead agency for purpose of investigation and remediation at this site pursuant to State and Federal law.

II

FINDINGS OF FACT

2.1 The Hazardous Waste Site ("Site"), which is the subject of this Agreement, is located at 3675 Western Pacific Avenue, Sacramento, California.

2.2 Since 1906 the Site has been owned by the Western

Pacific Railroad. Western Pacific Railroad has been a wholly owned subsidiary of Union Pacific Railroad since 1982. Union Pacific Railroad, a Utah corporation, has operated the Site since 1982.

2.3 From 1906 to approximately 1983 the Site was operated as a railroad maintenance and switching yard. Solvents, cleansers and degreasers were used to clean and strip the rail cars during refurbishing. Waste chemicals from this operation may have been discharged to sumps adjacent to the maintenance buildings. There is some evidence that a pond existed in the northern section of the Site. This pond may have received waste from the maintenance operations.

A plating shop may have existed at the Site from 1906 to 1951. Wastes from plating operations may also have been discharged to the pond.

Another part of the maintenance operation prior to 1951 consisted of removing asbestos insulation from the boilers and pipes on steam engines prior to stripping and cleaning operations. There are reports that this asbestos insulation was removed to the outside of the maintenance building, piled on the ground, shredded to a fine material, and then reprocessed into insulation packing to be placed back on the engines.

2.4 On August 25, 1986 a perimeter survey was conducted by the Department at the Union Pacific Site to make an initial determination of the condition and security of the site prior

to conducting a sampling investigation. Although fencing exists around much of the Site, portions of the Site were found to be unfenced while in other areas the fencing was torn down and in disrepair. The northern area of the Site showed signs of stressed vegetation and areas void of vegetation. The southern area of the facility was undergoing demolition. Large piles of rubble were visible. Clouds of dust were being raised due to the demolition activities.

2.5 On August 27, 1986 a sampling investigation was conducted by the Department at the Union Pacific Site. Nine (9) samples (6603-100 through 6603-108) were collected in the northern areas of the Site. Locations where the samples were collected are illustrated on the Site plot plan (Exhibit A). A background sample (6603-109) was collected from Land Park at the corner of Freeport Blvd. and Sutterville Road. Analysis of these samples showed elevated levels of arsenic, barium, lead, cadmium, zinc, petroleum products and asbestos. The results of the sample analysis are listed in Exhibit B.

2.6 The Sacramento City College complex is situated approximately one-half mile directly west of the Site and includes Hughes Stadium which is located approximately 600 yards west of the site. Also west of the Site is William Land Park, encompassing approximately 100 acres, and the residential area surrounding the park. Curtis Park is approximately one-quarter mile east of the site. Curtis Park is also surrounded by residential areas. Approximately two-thirds of

the Union Pacific Site is surrounded by residential property. There are two domestic wells within one mile of the Site. Well No. 15, located approximately one mile south of the Site, is an older well which has been abandoned. Land Park Well No. 3, which is still maintained and utilized is located one mile west of the Site. The water table is at approximately 110 feet in the Land Park Well No. 3.

2.7 The health risks of the substances found, or which may be found, at the Site are that the substances are potentially carcinogenic, teratogenic and mutagenic, and when above threshold levels exhibit acute and chronic toxic effects.

III

STATEMENTS OF LAW

3.1 The substances, as described above, found on-site, are "hazardous substances" as defined by Health and Safety Code Section 25316.

3.2 Respondent is a responsible party as defined by Health and Safety Code Sections 25319, 25360, and 25385.1(g).

3.3 This Agreement complies with the requirements of Health and Safety Code Section 25355.5(a)(1)

3.4 The possibility of past, present and potential migration of hazardous substances from the site into the air, soil, surface water and groundwater constitutes an actual or threatened "release" as defined in Health & Safety Code Section 25320.

IV

DETERMINATION

Based on the foregoing Findings of Fact and Statements of Law, the Department has determined that:

4.1 Respondent is a responsible party who agrees to take the actions ordered below to protect the public health and safety and environment.

4.2 The remedial actions set forth in this Agreement are necessary to respond to releases or threatened releases of hazardous substances from the Site.

V

AGREEMENT

RESPONDENT AGREES TO TAKE THE FOLLOWING ACTIONS:

5.1 INTERIM REMEDIAL MEASURES

5.1.1 All areas of the facility with confirmed or suspected asbestos contamination shall immediately be covered with an appropriate material to prevent wind dispersal of the asbestos fibers.

5.1.2 Immediately repair existing fences and provide similar fencing around entire site, so as to prevent unauthorized persons from gaining access to the Site. Immediately post the entire Site. Gates shall remain locked during hours of nonoperation. Exhibit C is a map showing the area to be fenced.

5.1.3 The signs used to post the Site shall be bilingual,

appropriate to the local area. The signs shall have lettering which is legible from a distance of at least twenty-five (25) feet and shall read:

"Caution: Hazardous Substance Area, Unauthorized Persons Keep Out, Department of Health Services, Toxic Substances Control Division, (916) 739-3145".

The signs shall be visible from the area surrounding the contaminated area and posted at each route of entry onto the Site, including those routes which are likely to be used by unauthorized persons and at access roads leading to the Site. The signs shall be of a material able to withstand the elements.

5.1.4 Respondent shall conduct inspections of the fence daily to determine if breaks or areas of disrepair to the fence have occurred. A log of all inspections shall be maintained.

5.1.5 Respondent shall maintain and assure prompt repair of the fence in the event of breaks or disrepair. The fence shall be maintained for as long as the Department requires that the Site be fenced.

5.1.6 Any significant quantity of soils removed from the Site since January 1983 shall be identified, the disposal location(s) and quantity(ies) identified, and samples taken and analyzed to determine if the soils are contaminated. Sample analyses must include heavy metals, asbestos, pH, and extractable organics. Any soils as identified above, and shown by analytical testing to be contaminated, must be managed as a hazardous waste. Within 24 hours of determining that soils

previously removed from the Site are contaminated, Respondent shall notify the Department in writing of the results of the analytical testing and what interim remedial measures if any shall be taken to mitigate the situation.

5.2 REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

5.2.1 Workplan Submission. Within thirty (30) calendar days of the effective date of this Agreement, Respondent shall submit to the Department for review and approval a detailed Workplan and implementation schedule which covers all the activities necessary to conduct a complete Remedial Investigation and Feasibility Study of the Site and any areas where there is a release or threatened release of hazardous substances from the Site. The Workplan and activities under it shall, at a minimum, conform to the California Site Mitigation Decision Tree (May 1986).

5.2.2 Workplan Objectives. The objectives of the workplan are to:

a. Conduct preliminary assessment and analysis of the hazardous substances present at the Site, pollutant dispersal pathways, types of receptors (e.g. water supply, wildlife habitat), and facility management practices. Sources of information may include visual observation, files of Respondent and facility owner, title searches, files of local and state authorities local hydrogeological and meteorological records,

historical societies, and discussion with residents near the Site, and past Site employees

b. Determine the nature and full extent of contamination of air, soil, surface water and ground water at the Site; analysis shall include adjacent areas to determine the potential for off site migration of contaminants from the Site

c. Identify all existing and potential migration pathways, including the direction, rate and dispersion of contaminant migration

d. Identify and evaluate appropriate remedial measures to prevent future releases and mitigate any releases which have already occurred

e. Collect and evaluate the information necessary to prepare a Remedial Action Plan in accordance with the requirements of Health and Safety Code Section 25356.1

5.2.3 Workplan Contents The Workplan shall cover each of the following elements: Remedial Investigation, Remedial Investigation Report, Feasibility Study, and Feasibility Study Report, and shall contain a schedule for implementation of each element.

a. The Remedial Investigation Workplan is based on the EPA's "Guidance on Remedial Investigation under CERCLA" (June, 1985), the Department's document "The California Site Mitigation Decision Tree" (May,

1986), and EPA's "Community Relations in Superfund - A Handbook" (September, 1983). These documents should be consulted for additional information. The remedial investigation portion of the Workplan shall include at least the following elements:

(1) Site Background

(a) Name, location, and ownership of the Site

(b) Site photographs, including aerials extending at least 2,000 feet in all directions from the Site. A search of historical aerial photographs shall be required

(c) Site Maps

(i) Topographic maps showing site location

(ii) Site specific plot plan (including all process equipment, surface and subsurface piping, tanks and waste handling units)

(iii) All pertinent historic maps and diagrams of the Site (geological, assessors parcels, topographic, demographic, etc.)

(d) A description of the Site and the operations conducted at the Site (historical and present) including, but not

limited to:

(i) Size and configuration of buildings and other structures

(ii) Past and present hazardous materials handling, storage, or disposal systems both on-site and off-site

(iii) Past and present hazardous waste handling, storage, or disposal systems both on-site and off-site

(iv) Past chemical spills, leaks, or fires

(v) Past and present washdown and cleanup areas

(vi) Past and present impoundments, sumps, tanks, pipelines, and landfills

(vii) Past and present product storage area

(viii) Past and present wastewater treatment and disposal systems

(e) Population and community characteristics of the surrounding area

(f) Identification and location of other environmentally sensitive receptors (e.g.

water supply, wildlife habitat)

(g) Description of surface and subsurface geology and hydrogeology (including aquifer depths, gradients, drainage patterns and topographical features), and meteorologic factors

(h) Documentation of suspected on-site and off-site contamination areas (including soil and groundwater analytical data)

(i) Description of any past remedial actions

(j) A summary of all air, soil, surface water and groundwater assessment work completed to date, including data reduction and interpretation of the data

(2) Quality Control/Quality Assurance (QA/QC) Plan

(a) QA/QC Aspects of Sampling

(i) Equipment calibration and maintenance

(ii) Sample collection procedures

(iii) Sample identification

(iv) Chain-of-custody forms and procedures

(v) Sample preservation procedures

(vi) Identification of qualified persons conducting sampling.

(b) QA/QC Aspects of Laboratory Analysis

(i) Laboratory certification by the Department's Hazardous Materials Laboratory

(ii) Standard analytical methods

(iii) Laboratory analysis quality control program

(3) Health and Safety Plan

(a) Worker Safety

(i) Protective equipment

(ii) Training

(iii) On-site monitoring

(b) Community Safety

(i) Site access control

(ii) Off-site air monitoring

(iii) Contingency Plan

(4) Community Relations and Notification

The Community Relations and Notification element shall provide for meaningful public input by affected neighbors and businesses, including:

(a) Public notification process

(b) Information repository

(c) Public meetings

(5) Sampling Plan

The sampling plan must be capable of developing a complete profile of on-site and off-site air, soil, surface water and groundwater contamination attributable to operations at the site.

(a) Soil Sampling Program

(i) Site map showing location and depths of all proposed soils sampling

(ii) Justification and rationale for soil sample locations, depths, and contaminants to be analyzed

(iii) A description of provisions for gaining access to and obtaining samples from adjacent properties, where appropriate

(iv) Sampling equipment and procedures

(v) Project specific analytical techniques, QA/QC methods and Health and Safety procedures

(b) Groundwater Sampling Program

(i) A proposed inventory study of wells potentially impacted by site and immediate sampling plan

(ii) A contingency plan for providing alternative water supply for wells with sample results above state action level

(iii) Site map showing location of all proposed groundwater monitoring wells

(iv) Details of monitoring wells construction

(v) Proposed frequency, number and method for obtaining groundwater samples collected

(vi) Justification and rationale for monitoring well locations, construction, sampling frequency, and contaminants to be analyzed

(vii) Sampling equipment and procedures

(viii) Project specific analytical techniques, QA/QC methods and Health and Safety procedures

(c) Surface Water Runoff

(i) Assessment of potential for contamination of surface runoff

(ii) Surface water runoff and related soils sampling plan

(d) Air Quality

(i) Assessment of potential for airborne migration of contaminants and their public health and environmental impacts

(ii) Air sampling program

(e) A description of how the data obtained will be managed and preserved

(6) Time Schedule for RI Work Plan Implementation from Date of Department Approval

(a) Field Investigation

(b) Laboratory Analysis

(c) Interim Reports Submittal

(d) Engineering Analysis of Data Collected

(e) Submittal of Final Remedial Investigation Report

b. The Remedial Investigation Report portion of the Workplan shall describe the steps necessary to submit this report in compliance with paragraph 5.2.4.

c. The Feasibility Study portion of the Workplan shall include a plan for providing at least the following elements in the Feasibility Study:

(1) A summary of the existing and potential hazards for which corrective action is required, including but not limited to the following:

(a) Identify and describe the hazardous wastes at the Site (chemical, physical, and biological properties), and estimate the amount of waste present

(b) Describe the potential toxic, acute, and chronic effects of exposure to specific hazardous wastes at a specific dose or dose range

(c) Evaluate both the acute and chronic toxicological risk, including mutagenicity,

carcinogenicity, teratogenicity, and other chronic effects of hazardous wastes at the site; evaluate combinations of these risks when possible

(d) Describe the environmental fate of hazardous wastes at the Site, their routes of exposure and actual or theoretical levels associated with production, distribution, use, or disposal, and their impact on the environment

(e) Review data for human toxicology and epidemiology (occupation and public) of hazardous wastes at the Site

(f) Describe the general human, animal, microbiological, cellular, and plant toxicological effects (in vivo and in vitro) of hazardous wastes at the Site

(g) Describe the nature and level of exposure to wildlife, and other biota including environmental toxicologic effects of hazardous wastes at the Site

(2) A description of the alternative remedial actions which will be evaluated

(3) A list of the technologies which will be screened for each alternative remedial action described in (2) above

(4) A description of the factors which will be

considered in screening and analyzing each alternative remedial action technology, including, but not limited to, effectiveness, reliability, timeliness of implementation, unit cost, availability, operation and maintenance costs and conformity with applicable laws and regulations

(5) A list of the criteria for screening and analyzing their alternative remedial action technologies

(6) A description of all pilot studies, bench tests or other activities which will be performed to evaluate each alternative remedial action technology

d. The Feasibility Study Report portion of the Workplan shall describe the steps necessary to ubmit this report in compliance with paragraph 5.2.5

5.2.4 Remedial Investigation Report The Remedial Investigation Report shall be submitted by Respondent to the Department for review and approval in accordance with the approved Workplan Schedule. The Remedial Investigation Report shall summarize the results of the Remedial Investigation including reduction and interpretation of all data and information generated and/or compiled during the Remedial Investigation. The Remedial Investigation Report shall cover the following subjects relating to the Site:

a. Introduction

(1) Overview of Report

(2) Site Background Information

(3) Nature and Extent of Problem(s)

(4) Remedial Investigation Summary

b. Site Features Investigation

(1) Demography

(2) Land Use

(3) Natural Resources

(4) Climatology

c. Hazardous Substance Investigation

(1) Substance Types

(2) Substance Characteristics and Behavior

d. Hydrogeologic Investigation.

(1) Soils

(2) Geology

(3) Groundwater

e. Surface Water Investigation

(1) Surface Water

(2) Sediments

(3) Flood Potential

(4) Drainage

f. Air Investigation

g. Biota Investigation

(1) Flora

(2) Fauna

h. Bench and Pilot Tests

i. Public Health and Environmental Concerns

(1) Potential Receptors

(2) Public Health Impacts

(3) Environmental Impacts

j. Community Relations Plan

5.2.5 Feasibility Study Report The Feasibility Study Report shall be submitted to the Department for review and approval in accordance with the approved Workplan schedule. The Feasibility Study Report shall summarize the results of the Feasibility Study including reduction and interpretation of all data and information generated and/or compiled during the Feasibility Study. The Feasibility Study Report shall cover the following subjects relating to the Site:

a. Description of Current Situation

(1) Site Background Information

(2) Nature and Extent of Release

(3) Objective of Remedial Action(s)

b. Screening of Remedial Action Technologies

(1) Technical Criteria

(2) Remedial Action Alternatives Developed

(3) Environmental and Public Health Criteria

(4) Other Screening Criteria

(5) Cost Criteria

(6) Institutional Criteria

c. Analysis of Remedial Action Alternatives

(1) Technical Feasibility

(2) Environmental Evaluation

(3) Institutional Requirements

(4) Public Health Evaluation

(5) Cost Analysis

d. Ranking and Selection of Remedial Action Alternatives

e. Community Relations and Notification

5.2.6 Workplan Implementation Respondent shall implement the Workplan as approved by the Department in accordance with the approved schedule.

5.3 REMEDIAL ACTION PLAN

5.3.1 Draft Remedial Action Plan Within thirty (30) calendar days of Department approval of the Feasibility Study Report Respondent shall prepare and submit to the Department for review and approval a draft Remedial Action Plan (RAP). The RAP shall set forth in detail appropriate steps to remedy air, soil, surface water and groundwater contamination at the Site and adjacent areas. The RAP shall be subject to public review, including a public notification process, an informational repository, and a public meeting. The RAP shall be prepared in accordance with the standards and requirements set forth in California Health and Safety Code Section 25356.1. In addition the RAP shall contain a schedule for implementation of all removal and remedial actions proposed to be taken.

5.3.2 Implementation of Final Remedial Action Plan. Within sixty (60) calendar days after Department approval of the final RAP in accordance with Health and Safety Code Section 25356.1, Respondent shall submit to the Department a detailed Remedial Action (RA) Workplan containing technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative, and a schedule for

implementating the construction phase. The Workplan shall also describe the nature and design of the construction or equipment to be employed, a site specific Hazardous Waste Transportation Plan (if necessary), the identity of any contractors, transporters and other persons conducting the removal and remedial activities for Respondent, post remedial sampling and monitoring procedures for air, soil, surface water and groundwater and shall cover all of the subjects described in paragraph 5.2.3.a subdivisions (2), (3), (4), and (5) as they pertain to the removal and remedial activities. The schedule submitted with the Workplan shall provide that to the extent possible, all approved removal or remedial actions excluding operation and maintenance shall be completed by July 1989.

a. Upon Department approval of the RA Workplan and schedule Respondent shall implement the final RAP as approved in accordance with the approved RA Workplan and schedule.

b. Respondent shall be responsible for operation and maintenance requirements in accordance with the final RAP and RA Workplan.

c. During the implementation of the final RAP and RA Workplan the Department may specify such additions, modifications and revisions to the RA Workplan as it deems appropriate to implement the RAP.

d. Any remedial technology employed in implementation of the final RAP shall be left in place and operated by Respondent until and except to the extent that the

Department determines and states in writing that Respondent may discontinue or modify some or all of such remedial technology because Respondent has met the criteria specified in the final RAP for discontinuance of such technology or because such modifications would better achieve the goals of the final RAP.

e. After completion of the implementation of the final RAP, a duly noticed public meeting shall be held to inform the public of the details of RAP completion and any remedial technology to be left in place contingent upon Department oversights.

5.4 COST RECOVERY Respondent will make payment to the Department for direct costs, including staff time, for the oversight and review of activities by Respondent under this Agreement. Staff time shall be determined on an hourly basis. Costs for staff time shall be determined by the Department's actual cost per hour for each staff member plus 10% for general administrative and overhead costs. The Department shall submit an invoice to Respondent every thirty (30) days reflecting each staff member's hours and costs. Respondent shall make payment within thirty (30) days of receipt of invoice.

All records of Department utilized in determining invoice amounts pursuant to this Section shall be subject to audit by Respondent.

Failure or refusal of Respondent to comply with this Agreement shall make Respondents liable for any additional

government costs incurred to implement this Agreement, including those payable from the Hazardous Substance Cleanup Fund for any Remedial Action at the Site, as provided in Section 25360 of the Health and Safety Code and other applicable provisions of law. These costs include the Department's direct costs and the Department's administrative overhead costs in an amount equal to ten percent (10%) of the reasonable cost actually incurred, or five hundred dollars ($500) whichever is greater.

VI

OTHER PROVISIONS

6.1 Project Coordinator Within ten (10) calendar days of the effective date of this Agreement, Respondent shall submit to the Department in writing the name and address of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals and other communications from the Department to Respondent.

6.2 Project Engineer/Geologist. The work performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or a certified geologist with expertise in hazardous waste site cleanup. The name and address of the project engineer or geologist chosen by Respondent shall be submitted to the Department within ten (10) calendar days of the effective date of this Agreement.

6.3 Monthly Summary Reports Within thirty (30) calendar days of the effective date of this Agreement and monthly thereafter, Respondent shall submit a Monthly Summary Report of

its activities under the provisions of this Agreement. The report shall describe: (a) specific actions taken by or on behalf of Respondent during the previous calendar month; (b) actions expected to be undertaken during the current calendar month; and (c) all results of sample analyses, tests and other data generated or received by Respondent. The Monthly Summary Report shall be received by the Department by the 15th day of each month.

6.4 Incorporation of Documents All plans, schedules, reports, specifications, and other documents required or submitted by Respondent pursuant to this Agreement are, upon written approval by the Department, incorporated in this Agreement and shall be implemented by Respondent as approved. Any noncompliance with such documents shall be a noncompliance with this Agreement.

6.5 Submittals and Approvals All submittals and notifications from Respondent required by this Agreement shall be sent simultaneously to:

James T. Allen, Ph.D., Chief
Northern California Section
Toxic Substances Control Division
4250 Power Inn Road
Sacramento, CA 95826

Jeff Van Slooten
Associate Hazardous Materials Specialist
Northern California Section
Toxic Substances Control Division
4250 Power Inn Road
Sacramento, CA 95826

Larry Nash
Regional Water Quality Control Board
3201 S Street
Sacramento, CA 95816-7090

Harry Seraydarian
U.S. Environmental Protection Agency
215 Fremont Street, T-1
San Francisco, CA 94105

Kenneth C. Stuart, Director
Environmental Health
Sacramento County Health Department
3701 Branch Center Road
Sacramento, CA 95827

John Tomko, Senior Engineer
Special Projects
Department of Public Works

City of Sacramento
1023 J Street, Room 202.
Sacramento, CA 95814

Genevieve Shiroma, SCNA
Railroad Toxics Subcommittee
Sierra 2
2719 24th Street
Sacramento, CA 95818

All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by the Section Chief or his designee. No informal advice, guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writing prepared or submitted by or for Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required herein.

6.6 Department Review and Approval If after review of any report, plan, schedule, remedial action plan or other document which Respondent submits for Department approval pursuant to this Agreement, the Department shall return the submitted document to Respondent with recommended changes. Within a time period specified by the Department, Respondent shall submit a revised document addressing the recommended changes to the Department for approval. All such approvals by the Department shall be in writing.

The Department may make modifications to the revised document as deemed necessary by the Department to protect public health and safety or the environment, and approve the document as modified.

6.7 Modifications Respondent may by written request seek modification, termination or revision of this Agreement or any portion of this Agreement or any program or plan submitted pursuant to this Agreement at any time. This Agreement and any applicable program, plan, or schedule may be modified, terminated or revised by mutual written agreement of the parties at any time. In addition, the Department reserves the right to take further enforcement actions including the issuance of Orders as provided by law. Any modification to this agreement shall be effective upon issuance and deemed incorporated in this Agreement.

6.8 Time Periods Unless otherwise specified, time periods begin from the effective date of this Agreement. The effective date of this Agreement is the date of signature by the Department.

6.9 Extension Requests If, for any reason, Respondent is unable to perform any activity or submit any document within the time required under this Agreement, Respondent may request, in writing, an extension of the time specified. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.10 Extension Approvals If the Department is convinced that good cause exists for an extension as set forth in paragraph 6.9 it will grant the request and specify in writing a new schedule. Respondent shall comply with the new schedule.

6.11 Endangerment During Implementation In the event that the Section Chief of the Northern California Section of the Toxic Substances Control Division of the Department determines that any activities or circumstances are creating an imminent or substantial endangerment to the health and welfare of people on the Site or in the surrounding area or to the environment, the Section Chief may order Respondent to stop further implementation of this Agreement for such period of time as needed to abate the endangerment. Any deadline contained in this Agreement which is directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

6.12 Site Access The Department and/or its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times upon giving reasonable notice, for the purposes of, inter alia: inspecting records, operations logs, sampling and analytical data, and contracts related to this Agreement Order; reviewing the progress of Respondent in carrying out the terms of this Order; conducting such tests as the Department may deem necessary; and verifying the data submitted to the Department by Respondent. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or

inspection that the Department or any other agency may otherwise have under law.

6.13 Sampling, Data and Document Availability Respondent shall permit the Department and/or its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondent or on Respondents' behalf in any way pertaining to work undertaken pursuant to this Agreement. Respondent shall allow duplicate samples to be taken by the Department and/or its authorized representatives, of any samples collected by Respondent pursuant to this Agreement.

6.14 Additional Enforcement Actions By entering into this Agreement, the Department does not waive any further enforcement actions.

6.15 Compliance with Applicable Laws Respondent shall carry out this Agreement in compliance with all applicable local, State, and Federal requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

6.16 Government Liabilities The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent, its officers, directors, employees, agents, receivers, trustees, successors, or of any persons, including but not limited to, firms, corporations, subsidiaries, contractors, or consultants in carrying out activities pursuant to this Agreement, nor shall the State of California be held as party to any contract

entered into by Respondent or its agents in carrying out activities pursuant to this Agreement.

6.17 Reservation of Rights Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties hereto with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Agreement is intended or shall be construed to limit or preclude the Department from taking any other action authorized by law to protect the public health and welfare or the environment and recovering the costs thereof.

6.18 Severability. The requirements of this Agreement are severable, and Respondent shall comply with each and every provision hereof notwithstanding the effectiveness of any other provision.

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6.19 Parties Bound. This Agreement applies to and is binding upon Respondent, its directors, officers, agents, employees, contractors, and their successors and assigns.

7.1 Enforceability. This Agreement does not create any right or obligation, directly or indirectly, expressed or implied, to any person, corporation, partnership, association or other entities other than Respondent and Department and shall be enforceable only upon action of Respondent ~~and~~ and/or Department.

IT IS SO AGREED this 26th day of March, 1987.

JAMES T. ALLEN, Ph.D.
Chief, Northern California Section
Toxic Substances Control Division
Department of Health Services

UNION PACIFIC RAILROAD COMPANY

By:

EXECUTIVE Vice President Operation

Approved as to form:

EXHIBIT A

EXHIBIT B

UNION PACIFIC RAILROAD
Sacramento, Sacramento County
Sample Analytical Results[1]
(Samples Collected 27 August 1986)

| Sample No., 6603- | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | [illegible] |
|---|---|---|---|---|---|---|---|---|---|---|
| HML[2] No. | C414 | C415 | C416 | C417 | C418 | C419 | C420 | C421 | C422 | C42[illegible] |
| Sample Type[3] | SD | S | S | S | S | S | S | S/SL | S | S |
| Sample Location | N. end of yard, white pile | Surface, N. end yard bet. 056 & 086 switches | Surface, N. end yard near 6603-101 | Composite, surface, N. end yard, old pond area | Surface, N. end yard, S.E. of old pond, base of out fall pipe. | Subsurface, same location as 6603-104 | Subsurface, same location as 6603-104 | N. end yard, wood and soil sump | Composite, surface, adjacent to sump, N. end yard | Surface, background, corner Freeport & Sutterville Land Park |
| Metals | | | | | | | | | | |
| Arsenic | 4.95 | 37.30 | | 0.35 | 47.80 | 20.30 | 13.50 | 0.35 | | 0.55 |
| Barium | 11.10 | 146.00 | | 57.70 | 753.00 | 185.00 | 112.00 | 1010.00 | | 110.00 |
| Cadmium | 0.07 | 1.43 | | 0.64 | 5.55 | 1.22 | 1.07 | 1.87 | | 1.55 |
| Lead | 1.41 | 177.00 | | 18.40 | 416.00 | 38.50 | 9.00 | 134.00 | | 58.00 |
| Zinc | 2.88 | 240.00 | | 46.80 | 1620.00 | 177.00 | 56.80 | 519.00 | | 80.90 |
| ph | 9.25 | 7.78 | 7.40 | 6.43 | 7.74 | 8.61 | 8.17 | 8.36 | 8.25 | 7.74 |
| Total Volatile Hydrocarbons | 4/ | | | ND | ND | ND | Trace | ND | | ND |
| Oil & Grease | 0.4 | 0.1 | | 1.2 | 7.8 | 0.7 | 0.3 | 0.2 | | ND |
| Asbestos | ND | $\leq$ 1.0 | ND | | | | | | 30 | ND |

1. Only significant results are shown;
2. HML-Hazardous Material Laboratory, Berkeley;
3a. S-Soil, SD-Solid, SL-Sludge;
3b. All valves are in ppm (ug/g) except oil and grease and asbestos valves which are in percentage;
4. ND-not detected, blank-not determined

UNION PACIFIC RAILROAD
Sacramento, Sacramento County
Soluble Metal Analytical Results
(Samples Collected 27 August 1986)

| Sample No., 6603- | 101 | | 104 | | 107 | | 109 | |
|---|---|---|---|---|---|---|---|---|
| HML[1] No. | C415 | | C418 | | C421 | | C423 | |
| Sample Type[2] | S | | S | | S/SL | | S | |
| Sample Location | Surface, N. end yard between 056 and 086 switches | | Surface, N. end yard, S.E. of old pond, base of outfall pipe. | | N. end yard, wood and soil sump | | Surface, background, corner Freeport and Sutterville, Land Park | |
| Metals[3] | T | S | T | S | T | S | T | S |
| Arsenic | 37.30 | 1.33 | 47.80 | 4.62 | 0.35 | 1.30 | 0.35 | 0.08 |
| Barium | 146.00 | 2.29 | 753.00 | 7.30 | 1010.00 | 15.60 | 110.000 | 4/ |
| Cadmium | 1.43 | 0.06 | 5.55 | 0.26 | 1.87 | 0.11 | 1.35 | 0.01 |
| Lead | 177.00 | 5.52 | 416.00 | 8.18 | 134.00 | 3.08 | 58.00 | 0.84 |
| Zinc | 240.00 | 10.20 | 1620.00 | 115.00 | 519.00 | 21.40 | 80.9 | 1.14 |

1. HML - Hazardous Materials Laboratory, Berkeley
2. S-Soil, SL-Sludge
3. T-Total Metal Reported as ug/g; S-Soluble Metal Reported as ug/g in extract for soils and sludges
4. Blank-Not Determined

# UNION PACIFIC RAILROAD COMPANY

R. M. (Bob) Grimaila
Assistant Vice President
Environmental Management

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Director Environmental Field Operations
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Program Manager

Directors Environmental Field Operations
R. L. (Rick) Eades – Northern Region
B. A. (Brock) Nelson – Western Region
G. (Glenn) Thomas – Southern Region

March 5, 2003

Ms. Fran Anderson
Chief, Sacramento Responsible Party Unit
Northern California – Central Cleanup Operations Branch
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

Re: Change in Project Coordinator

Dear Fran:

As you are aware, Union Pacific Railroad has sold the former Western Pacific (Curtis Park) Railyard to Renova Partners. The sale was finalized on February 28, 2003. As part of the sales agreement, Renova Partners will contractually assume responsibility for completing all of the activities required under the approved Remedial Action Plan for the inactive portion of the railyard (Operable Units S-1, S-2, & S-3). Union Pacific will still be responsible for any actions required on Operable Units S-4 & S-5.

As such, in accordance with Section 6.1 of Enforceable Agreement HAS 86/87-015EA, dated March 26, 1987, Union Pacific Railroad is notifying you of a change in the Project Coordinator for the Curtis Park Railyard. All future notices, comments, approvals and other communications from the Department in connection to Operable Units S-1, S-2, & S-3 should be sent to

Susan Hollingshead
Renova Partners, LLC
1250-I Newell Avenue, Suite 236
Walnut Creek, California 94956
Telephone: (925) 952-9000
Fax: (925) 943-7558

If you have any questions, please contact me at (916) 789-5528.

Sincerely,

Jim Levy
Manager, Environmental Site Remediation

Cc: Susan Hollingshead, Renova
Ben Leslie-Bole, ERM

**ERM-West, Inc.**

2525 Natomas Park Drive
Suite 350
Sacramento, CA 95833
(916) 924-9378
(916) 920-9378 (fax)

30 June 2010

*Via Electronic Mail*

Mr. Fernando Amador, Chief
Sacramento Responsible Party Unit
Northern California Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

Attn: Mr. Thomas Tse

Subject: Proposed Excavation and Remediation Strategy
Curtis Park Village
Sacramento, California

Dear Mr. Amador:

On behalf of Curtis Park Village (CPV), ERM West, Inc. (ERM) has prepared this *Proposed Excavation and Remediation Strategy* letter to update the proposed approach to soil remediation activities at the Curtis Park Rail Yard (site) in Sacramento, California. The activities described in this letter are intended to complete all remaining soil remediation and to achieve certification. This letter contains a brief summary of the site history, a statement of the overall strategy for remaining soil remediation, and the proposed phased excavation and remediation plan. We believe that the actions described in this letter are consistent with previous Department approvals; this letter describes the relevant approvals for these actions.

## *SITE BACKGROUND/REMEDIATION HISTORY*

The site occupies approximately 72 acres in a predominantly residential area approximately 2 miles south of downtown Sacramento, California, and consists of portions of the former Union Pacific Railroad Company (UPRR) Curtis Park Rail Yard. Immediately west of the site is a small active rail yard and main line tracks owned and operated by UPRR.

As a result of historical rail operations at the site, certain site soils have been impacted with one or more constituents of concern (COCs) including metals (arsenic and lead), polynuclear aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), gasoline and diesel-range petroleum hydrocarbons (TPH-G and TPH-D, respectively), and asbestos. The approved 1995 *Remedial Action Plan* (RAP) identified a remedy for COCs in soil that included excavating soils exceeding cleanup goals followed by confirmation sampling, profiling the excavated soil for disposal, and transporting the soil to a licensed off-site facility. As a part of the RAP approval process, DTSC prepared an Initial Study and a Negative Declaration for the project, and filed a Notice of Determination. The Department approved these components on 30 June 1995.

The RAP recognized the intent to remediate and redevelop the site. The intended land use is a mixed-use development with unrestricted land-use cleanup goals applied to the northern one-third of the property. The remaining central and southern two-thirds of the property would be remediated to restricted-use standards and would be managed under a long-term land use covenant.

When CPV obtained ownership of the site, UPRR had implemented a portion of the soil remedial actions pursuant to the RAP and the 2002 *Final CY 2002-2003 Remedial Action Design-Soil Removal* (2002-2003 RAD) and ultimately excavated approximately 15,700 cubic yards of impacted soil. CPV prepared the *Final 2004 Remedial Design and Implementation Plan* (2004 RDIP), and between 2003 and 2007 completed 48 excavations to the design limits specified in the 2002-2003 RAD and the 2004 RDIP. The 2007 *Interim Data Summary Report* prepared by CPV indicated that further excavation would be required to achieve remedial goals for the site. CPV prepared the 2008 *Amendment to the Remedial Design and Implementation Plan* (RDIP Amendment) to address a revised strategy for additional soil remediation.

In 2008 and 2009, CPV conducted an extensive investigation of the property that described the extent of remaining soil impact. These results are reported in the *Remedial Investigation Second Addendum Report* (ERM, 2009).

To date, approximately 173,700 cubic yards of impacted soils have been excavated pursuant to the 1995 RAP and supporting design documentation described above. Approximately 74,900 cubic yards have

been hauled by rail to an offsite disposal facility; approximately 98,800 cubic yards of impacted soils, approximately 4,000 cubic yards of clean gravel, and approximately 6,000 cubic yards of clean concrete are currently stockpiled at the site. The removal actions to date have reduced maximum concentrations for lead, TPH-G, and TPH-D by two-to-four orders of magnitude, and there are no remaining detections of VOCs.

Based on soil analytical results and topographical survey data for the site, the volume estimate for remaining in-ground soils exceeding established cleanup goals is approximately 85,500 cubic yards.

## *REMAINING SOIL REMEDIATION*

Despite the substantial increase in the quantity of soil exceeding remedial goals, it is the intention of CPV to continue to implement the remedy approved in the 1995 RAP with certain modifications. The modifications and the relevant basis for their approval are described below.

### *Updated Arsenic Cleanup Goal*

Remedial investigations of the Curtis Park property conducted in the early 1990's established the data set that formed the basis for calculating cleanup goals for the COCs. Since that time, additional soil sampling has established a more extensive data set and a better understanding of the distribution of several COCs.

Using data generated during the investigation conducted in 2008 and 2009, CPV evaluated the population of arsenic in soil using conventional statistical analyses. Using the results of approximately 700 samples analyzed for arsenic, CPV performed an outlier test on the results for native soil at the site (approximately 480 samples) in accordance with *Arsenic Strategies: Determination of Arsenic Remediation, Development of Arsenic Cleanup Goals* (DTSC, 2007). This evaluation, which was documented in a 17 March 2009 memorandum from ERM to DTSC, determined that the statistically reliable data population that represents background has an upper bound concentration of 13.4 mg/kg or higher. This means that arsenic in native soil reliably covers a range of concentrations up to 13.4 mg/kg.

Based on these statistical analyses, CPV concluded that the residential cleanup goal for arsenic approved in the RAP should be adjusted from 8 mg/kg to 13 mg/kg to reflect this more current understanding of local background concentrations. Backup for the calculation of this revised goal was presented to DTSC in the *Remedial Investigation Second Addendum Report* (ERM, 2009).

DTSC policy, as articulated in the report *Arsenic Strategies: Determination of Arsenic Remediation, Development of Arsenic Cleanup Goals* (DTSC, 16 January 2009), states that cleanup actions should not extend to concentrations below "the upper limit of the background data set." An adjustment of the arsenic cleanup goal from 8 mg/kg to 13 mg/kg is therefore not a discretionary action but application of, and consistent with, current Department policy.

***Updated PAH Cleanup Goal***

The Pacific Gas and Electric Company (PG&E), the US Department of the Navy, and DTSC conducted a study to determine background concentrations of carcinogenetic polynuclear aromatic hydrocarbons (PAHs) in California soils. The results of this study were published as *Background Levels of Polycyclic Aromatic Hydrocarbons in Northern California Surface Soil* (Environ, 2002). This study (PAH Study) describes the set of PAH concentrations from Northern California that was used to establish ambient concentrations of PAHs in shallow soil and to establish the basis by which one can determine whether detected PAH concentrations are due to non-point sources or from site activities.

As a part of this PAH Study, DTSC prepared a guidance document that defines the appropriate methodologies for determining whether detected PAH concentrations at a given site differ from ambient concentrations. The guidance document was published as *Use of Northern and Southern California Polynuclear Aromatic Hydrocarbon (PAH) Studies in the Manufactured Gas Plant Site Cleanup Process* (DTSC, 2009) and includes the data set that forms the basis of comparison for other sites.

Using these published documents and following DTSC guidance, CPV conducted an evaluation of the PAH dataset for the Curtis Park site to determine the extent to which the remaining PAH detections are consistent with background conditions in Northern California. The analysis determined that the ambient PAH upper bound concentration exceeds the cleanup goal established in the RAP. This evaluation

concludes that the cleanup goal for PAHs established in the RAP should be adjusted from 0.042 mg/kg to 1.5 mg/kg to be consistent with both background and DTSC guidance on determining cleanup levels for PAHs in Northern California soil. Further backup for this revised cleanup goal will be presented to DTSC under separate cover.

DTSC policy (*Use of Northern and Southern California Polynuclear Aromatic Hydrocarbon (PAH) Studies in the Manufactured Gas Plant Site Cleanup Process* (DTSC, 2009)) states that "DTSC does not require cleanup of sites to concentrations that are less than ambient" background levels. An adjustment of the PAH cleanup goal from 0.042 mg/kg to 1.5 mg/kg is therefore not a discretionary action but application of, and consistent with, current Department policy.

*On-Site Soil Management*

The majority of high-concentration soils were excavated and removed from the property during excavation work conducted between 2003 and 2007. In contrast, most soil excavated and stockpiled since that time is profiled to be below commercial cleanup standards. The strategy proposed in this letter therefore seeks to retain and manage excavated soil that is below commercial standards on site within areas of commercial land use identified in the RAP, specifically within roads and areas of commercial development, and to ensure appropriate long-term controls of restricted-use soils though a land-use covenant.

As described below, the remaining impacted soil at the Curtis Park site will be excavated and designated as one of six proposed categories (A through F) based on detected constituents. Soil below commercial-use standards will be classified as either Category A (unrestricted use) and placed as fill material on site within the commercial zone or as Category B (restricted use) and placed as fill material on site within arterial and commercial area streets.

These actions are appropriate in that the RAP anticipates restricted-use cleanup standards for the property and implementation of land use covenants within the southern two-thirds of the property. This proposed approach will remain consistent with approved land uses and has the benefit of significantly reducing the overall impact of offsite transportation and disposal of this soil.

*Offsite Transport by Truck*

The RAP contemplated both offsite transport of impacted soil and import of clean soil by rail or truck. At the time of RAP approval, however, UPRR concluded that their offsite transport costs using rail would be far lower than using trucks, thus the accompanying Initial Study considered only rail. The Initial Study considered both rail and truck transport for importing clean soil.

In-state disposal of certain categories of material, such as debris and soil containing hydrocarbons, is currently far more cost effective than is out-of-state disposal. In addition, as compared to out-of-state disposal, in-state disposal results in fewer transport miles, lower emissions, and lower impacts to regional air quality. This letter therefore proposes including truck transportation for certain offsite disposal. Truck transport will most likely be used for in-state disposal of oily soil and debris, and may be used for other categories of disposal and for import of clean fill.

Although the Initial Study did not specifically describe offsite transport by truck, the RAP reflects the intent of the feasibility study to remove soil from the site in a cost effective manner, and it anticipates using trucks to import clean soil. Furthermore, the Initial Study contemplated the increased traffic associated with both truck and rail transport, and identified a need to develop a Transportation Plan to address the selected transport mode.

> *Implementation of the RAP will result in increased transportation activities including construction equipment traffic and transportation of excavated materials and clean fill by truck and rail car. The traffic generated is anticipated to be less than significant.* (Initial Study, p. 9)

Including truck transport for offsite disposal is consistent with the intention of the RAP, and the Initial Study contemplated the traffic increases associated with truck transport. The Initial Study did not, however, consider greenhouse gas (GHG) emissions. For this strategy letter, CPV conducted a comparison of soil transport by rail to the ECDC Landfill in Utah and transport by truck to the Forward Landfill in Stockton. The 900 mile trip to Utah is estimated to generate 1.1 metric tonnes of CO2 equivalent gas per 100 tons of soil moved. The 60 mile trip to the Stockton by truck generates 0.8 metric tonnes of CO2 equivalent gas per 100 tons of soil moved. Therefore, any soil that is

transported to a local landfill by truck instead of by rail results in a net reduction of GHG emissions for the project.

*Excavate Clean Soil for Fill*

The proposal to manage soil from categories A and B on site includes an expectation that this will not result in a significant change from the site's pre-remediation grade. This strategy proposes that once residential (unrestricted) cleanup goals have been achieved in the commercial land use areas, approximately 200,000 cubic yards (cy) of clean soil will be excavated, tested against residential standards, and placed elsewhere on the property as fill to restore and correct the post remediation grade. Testing protocols and standards will be developed in a revised Remedial Design and Implementation Plan (RDIP).

This approach has the benefit of eliminating both the significant truck traffic and the green house gas emissions that would otherwise be associated with importing an equivalent quantity of soil from an offsite source should all category A and B soil be removed from the site.

*Reevaluate Remedy*

Although previous dialog with the Department has included a proposal to establish an on-site containment cell for excavated soil, the approach described in this letter intends to manage soil through other on-site and off-site approaches. Specifically, the current expectation for the quality of excavated soil indicates that through managing soil below commercial standards within the commercial land-use areas and a combination of rail and truck disposal for soil exceeding this standard, there will not be a need for an on-site containment cell. In the event that Category C soil (as defined below) exceeds 20,000 cy, however, the cost of offsite disposal will become prohibitive and an alternate approach to management and disposal must be evaluated. For this reason, CPV must retain the option to reevaluate the soil remediation remedy and consider, among other options, the possibility of creating an on-site containment cell for retention of soil that exceeds commercial cleanup standards. Whether such a reevaluation will be necessary will not be known until the majority of soil has been excavated at the conclusion of Phase IV, described below. If and when such an evaluation is required, CPV expects that an Amended RAP or equivalent document will be prepared to document the selection and approval process. In the event that an on-

site containment cell is considered, the first priority for the location of such a cell will be within the designated flex parcel below a parking lot.

*PHASED EXCAVATION AND REMEDIATION PLAN*

As described below, excavated soil at the Curtis Park site will be characterized into six categories (A through F) based on detected constituents. Only one (Category C) of the six categories of soil would potentially be eligible for placement into the on-site soil containment cell, if constructed. Soil characterized as the other five categories would either be reused on-site as fill in the commercial zone (Category A) or beneath streets (Category B), or would be disposed of at an off-site facility via rail or truck (Category D through F). As described below, the final volume of Category C soil will determine the need for on-site containment.

An important factor that governs implementing the remaining soil remediation work is that there is inadequate room to stockpile soil in the established stockpile areas. Excavated soil will therefore be temporarily stored in commercial areas over soil that has been remediated to unrestricted standards. This letter includes proposed measures to account for there being no residual impact at the stockpile locations.

CPV proposes to conduct the remaining soil remediation activities at the site using a phased approach. As shown in Figure 1 (attached), the surface of the site has been divided into four phases (Phase I through Phase IV). Excavation activities are proposed to occur in this order to best manage the volume and position of excavated soil stockpiles.

The text below describes the activities that will take place during each Remediation Phase (I through IV) and describes the post-remediation activities that will occur during Phase V.

All remaining impacted soil at the Curtis Park site exceeding unrestricted cleanup goals will be excavated, stockpiled into 500 cubic yard piles, profiled, and designated as one of six proposed categories (A through F) based on detected constituents. The proposed categories, and their intended disposition, are as follows:

- Category A (unrestricted use) – Place as fill material within the commercial zone;

- Category B (commercial use) - Place as fill material within arterial and commercial area streets;
- Category C (metals exceed commercial standards) - Off-site disposal via rail or truck, or eligible for placement into a soil containment cell (if constructed);
- Category D (TPH exceeds cleanup standards) - Off-site disposal via rail or truck;
- Category E (metals and TPH exceed commercial standards) - Off-site disposal via rail or truck; and
- Category F (asbestos-containing material) - Off-site disposal via rail or truck.

*Remediation Phase I*

Remediation Phase I includes the following activities:

- Prepare an updated Remedial Design and Implementation Plan (RDIP) to address components of this work that have not already been described and reported to DTSC;
- Excavate approximately 400 cubic yards cy of soil from excavation areas 39 and 42;
- Over-excavate approximately 1,800 cy of soil from several previously-excavated locations, potential over-excavation of an estimated additional 220 cy (10%) additional soil volume dependant on soil confirmation sample results, and subsequent confirmation sample collection, as needed;
- Relocate approximately 1,000 cy (two stockpiles; TS-520 and TS-521) of existing stockpiled soil;
- Collect confirmation soil samples from excavated areas and stockpile samples from newly-created stockpiles; and
- Collect surface soil samples from site development plan residential lots with no prior soil data results.

Soil excavated and stockpiles relocated as part of Phase I will be placed in one of the currently-approved stockpile areas described in the *Amendment to Remedial Design and Implementation Plan* (RDIP Amendment) (ERM, 7 August 2009). Figure 1 shows the portion of the site to be addressed during Phase I.

Once all Phase I soil remediation and confirmation sampling have been completed, CPV will submit a brief summary report to DTSC. The letter report will include a summary of Phase I work, confirmation sampling results, and will propose area(s) that will be used for clean soil stockpiling and for stockpiling future excavated soil. The letter report will also confirm that remediation in Phase I areas is complete.

*Remediation Phase II*

Remediation Phase II includes the following field activities:

- Abandon on-site monitoring wells as part of soil remediation process, in accordance with Sacramento County guidelines;
- Relocate and consolidate like category stockpiles currently overlying proposed excavations, to the southern area remediated during Phase I;
- Excavate approximately 26,000 cy of soil from multiple excavations and stockpile (in 500 cy piles) in the southern area remediated during Phase I;
- Remove and stockpile access road asphalt in the Western Pacific Loop (on asphalt);
- Collect confirmation soil samples from excavated areas and stockpile samples from newly-created stockpiles;
- Over-excavate an estimated additional 2,600 cy (10%) dependent on confirmation sample results, and subsequent confirmation sample collection, as needed;
- Excavate approximately 80,000 cy of clean soil from the southern area of site remediated during Phase I and stockpile this soil in northern area of site remediated during Phase I;
- Relocate, consolidate, and place all Category A soil stockpiles at the site in the southern area of site remediated during Phase I;
- Collect surface soil samples from development plan residential lots with no prior soil data results;
- Collect 6 soil samples for dioxin analysis; and
- Begin disposal of Category D, E, and F soils at an off-site facility via rail or truck.

Phase II activities will start following submittal of the Phase I soil remediation activities report. Figure 1 shows the portion of the site to be addressed during Phase II.

When Phase II soil remediation and confirmation sampling have been completed, CPV will submit a summary report to DTSC. The letter report will include a summary of Phase II work, data results, and will confirm that remediation in Phase II areas is complete.

*Remediation Phase III*

Remediation Phase III includes the following activities:

- Relocate and consolidate like category stockpiles currently overlying proposed excavations, to the southern area remediated during Phase I;
- Excavate approximately 52,300 cy of soil from multiple excavations and stockpile creation/placement (in 500 cy piles) in the southern area of site remediated during Phase I;
- Collect confirmation soil samples from excavated areas and stockpile samples from newly-created stockpiles;
- Over-excavate an estimated additional 5,230 cy (10%) dependent on confirmation sample results, and subsequent confirmation sample collection, as needed;
- Excavate approximately 80,000 cy of clean soil from the eastern portion of the site remediated in Phase II, and stockpiling of this soil in the northern area of the site remediated during Phase I;
- Relocate, consolidate, and place all Category A soil stockpiles in southern area of site remediated during Phase I;
- Relocate, consolidate, and place all Category B soil stockpiles in eastern portion of the site excavated in Phase III;
- Collect surface soil samples from site development plan residential lots with no prior soil data results; and
- Continue disposal of Category D, E, and F soils at an off-site facility via rail or truck.

Figure 1 shows the portion of the site to be addressed during Phase III. When Phase III soil remediation and confirmation sampling have been completed, CPV will submit a summary report to DTSC. The letter

report will include a summary of Phase III work, data results, and will confirm that areas remediated in Phase III are complete.

*Remediation Phase IV*

Remediation Phase IV includes the following field activities:

- Relocate and consolidate like category stockpiles currently overlying proposed excavations, to the southern area remediated during Phase I;
- Excavate approximately 5,000 cy of soil from multiple excavations and stockpile creation/placement (in 500 cy piles) in the southern area of site remediated during Phase I;
- Collect confirmation soil samples from excavated areas and stockpile samples from newly-created stockpiles;
- Over-excavate an estimated additional 500 cy (10%) dependent on confirmation sample results, and subsequent confirmation sample collection, as needed;
- Relocate, consolidate, and place all remaining Category A soil stockpiles in southern area of site remediated during Phase I;
- Relocate, consolidate, and place all remaining Category B soil stockpiles in eastern portion of the site excavated in Phase III;
- Scrape additional volume of surface soil (estimated at approximately 6,300 cy) beneath area used for uncharacterized soil stockpile storage;
- Collect stockpile samples from newly-created stockpiles;
- Place soil stockpiles in appropriate areas, based on characterization;
- Collect confirmation soil samples from location of surface soil scrape activities (stockpile area) to verify that residual stockpile material not left behind; and
- Dispose offsite Category D, E, F soils via rail or truck.

At this point, all soil exceeding cleanup goals will be excavated from the property and the total quantity of Category C soil will be known. The decision on whether soil containment cell(s) are constructed will depend on the characterization of soil stockpiles after confirmation samples show no additional impacts remain within soil in the ground. If the quantity of

Category C soil is less than approximately 20,000 cy, all Category C soil will be disposed of offsite by truck or rail.

If, however, this quantity **exceeds** approximately 20,000 cy, the cost of offsite disposal will be burdensome and excessive and CPV will pursue approvals to construct one or more on-site containment cells. The soil containment cell(s) would be capped at the surface with an impenetrable HDPE liner and a minimum of 2 feet of clean soil to protect the HDPE liner. The initial soil containment cell would be constructed in the 2-acre development plan location designated as the "flex zone" and would lie beneath an additional asphalt (parking lot) cap. If additional capacity is needed, the second location for a cell will be the Village Green parcel within the commercial development area. If further capacity is needed, a containment cell will be constructed within the park, but will be of limited area and will be secured below constructed hardscape, such as basketball and tennis courts.

If the Category C soil quantity exceeds approximately 20,000 cy, CPV will prepare a RAP Amendment that will address the remedy selection review and approval process. In the event that containment cells become necessary, Phase IV will include the following components:

- Prepare an Amended RAP for public review that reflects the Sacramento City Council resolution regarding the locations for containment cells; and
- Prepare the remedial design for the containment cells.

Figure 1 shows the portion of the site to be addressed during Phase IV.

*Remediation Phase V*

Once all soil remediation at the site is complete (end of Phase IV), CPV will prepare and submit to DTSC a Site Certification/Remediation Closure Report. The report will include a summary of all work completed, analytical results for all confirmation samples and stockpiles, and relevant tables and figures. The report will also request site certification. Phase V activities will include:

- Preparation of closure report, including final horizontal and vertical control survey;
- Negotiation of a land use covenant for areas with soil exceeding residential standards;

- Restore on-site monitoring well network, as needed;
- Install additional site boundary fencing and signage;
- Application of final dust control materials in compliance with SWPPP (e.g., hydroseed, surface tackifier, straw, etc); and
- Routine site monitoring in compliance with SWPPP.

*CONCLUSION*

We believe that this letter has described a viable approach for completing soil remediation at the Curtis Park Village site. The actions proposed are consistent both with the general intent of the decision documents prepared to date and with previous Department approvals. CPV is prepared to resume soil remediation activities in mid July to make effective use of the remaining 2010 construction season.

Please indicate your concurrence with the strategy described above. If you have any questions or comments, please direct them to either of the undersigned (Matt Scheeline at 916.924.9378 or Ben Leslie-Bole at 925.946.0455).

Sincerely,

Matthew A. Scheeline
*Project Manager*

Benjamin Leslie-Bole
*Partner-in-Charge*

MAS/BLB/0093300.22

Attachment: Figure 1 – Phase and Excavation Plans

cc: Mr. Paul Petrovich, PDC
Mr. Chris Poncin, PDC
Mr. Phil Harvey, PDC
Mr. Jim Levy, UPRR

| CAD File: | Drawn By: | Date: | Project No. |
|---|---|---|---|
| G:\\00993300\22\0099330022-02.dwg | R. Olson | 04/27/10 | 0093300.22 |


LEGEND

- CURTIS PARK PROPERTY LINE
- RAILROAD TRACK
- OPERABLE UNIT BOUNDARY
- PROPOSED EXCAVATION LIMITS
- 1 / 1' PROPOSED EXCAVATION ID AND DEPTH
- 18-100 ● SOIL BORING LOCATION
- WPTP-1 ■ OR ⊗ TEST PIT LOCATION
- PHASE I
- PHASE II
- PHASE III
- PHASE IV

Figure 1
*Phase and Excavation Plans*
*Curtis Park Village*
*Sacramento, California*
ERM 04/10

Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maziar Movassaghi
Acting Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

August 18, 2010

Mr. Phil Harvey
Senior Vice President of Development
Curtis Park Village, LLC
Petrovich Development Company
825 K Street
Sacramento, California 95814

PROPOSED REVISION TO EXCAVATION AND REMEDIATION STRATEGY, CURTIS PARK RAIL YARD, SACRAMENTO, CALIFORNIA

Dear Mr. Harvey:

The Department of Toxic Substance Control (DTSC) has reviewed the June 30, 2010 letter (Letter) prepared by ERM Remediation and Construction Management West, Inc. (ERM) on behalf of Curtis Park Village, LLC (CPV) for the inactive portion of the Union Pacific Railroad Company, Curtis Park Site (Site) located at 3675 Western Pacific Avenue, Sacramento, California. The proposed strategy is to remediate the site in consistent with the remedy approved in the 1995 Remedial Action Plan (RAP). The current plan does not involve consolidating soils requiring a cap in a containment cell at the planned park area. If such a plan is subsequently proposed, it would require a separate evaluation process. The Letter proposes a change in soil cleanup levels for arsenic and polycyclic aromatic hydrocarbons (PAHs) to be consistent with background concentrations, and proposes the option to transport soil by truck rather than exclusively by rail. These proposed revisions would not result in a fundamental change to the remedy approved in the 1995 RAP. DTSC will prepare an Explanation of Significant Differences (ESD) to amend the RAP administrative record to reflect the proposed revisions. In preparing the ESD, DTSC will also evaluate potential California Environmental Quality Acts (CEQA) implications resulting from the revision to the approved remedy. To complete the ESD and CEQA evaluation, DTSC will need additional information to address the following comments:

- Removal of Trees: The impacts of the cleanup on all trees should be evaluated and discuss any City permit and mitigation measures and its implementation plan that will be required to accommodate soil cleanup.

- Soil Volumes: As a result of new cleanup levels, please provide an estimate of the change in the volume of soil require to be removed to achieve the remedial action objectives. These estimates should also be incorporated into the comment below regarding transportation of material.

- On-site Soil Management: The proposal requires managing the commercial levels soil in the roadway. Provide a description of potential environmental impacts for implementing the soil removal and backfill field strategy. Prior to re-use of any excavated soils onsite, CPV will be required to submit a formal report, for DTSC approval, adequately documenting the characterization of the stockpile soil with supporting laboratory results of the soil samples collected from the Site and each stockpile with recommendation on the final disposition of these soils.

- Offsite Transport by Truck: This option is consistent with the remedy descriptions in the 1995 RAP and the supporting initial study. Provide a description of the potential environmental impacts of transporting contaminated soil by trucks. Offsite disposal of contaminated soils by trucks would require an updated transportation plan for DTSC's review and approval. The transportation plan should be prepared following the DTSC May 1994 Interim Final guidance document for Transportation Plan. Also, CPV will need to incorporate any mitigated measures identified in the CEQA evaluation and/or the City of Sacramento's Environmental Impact Report.

- Five-Year Review: For sites with hazardous substances remaining above the unrestricted land use level, a Five-Year Review will be required to reevaluate the long term effectiveness of the implemented remedy and to verify human health and the environment are being adequately protected by the remedy as implemented. The owner or responsible party shall conduct these evaluations at a minimum of every five year.

Provide a discussion that a Land Use Covenant (LUC) will be recorded on property with residual soils remaining above unrestricted levels (such as the proposed private roadway) and the requirements of an Implementation and Enforcement plan for the proposed restricted area. The discussion should include:

a. The LUC will be prepared consistent with DTSC policy and finalized and recorded after physical remedial measures are implemented and before the site is certified by DTSC as being remediated.

b. The LUC will run with the land and stay in effect as long as hazardous substances limit use of the property and until terminated by DTSC. The owner or responsible party is required to inspect and report periodically to DTSC to verify compliance with the terms of the LUC.

c. Pursuant to Section 67391.1 of Title 22, Division 4.5, Chapter 39, California Code of Regulation (CCR) requires CPV to pay all costs including for DTSC oversight associated with the administration of the land use controls.

d. DTSC has authority to require modification or removal of any land improvements placed in violation of the restrictions. Also, violation of the LUC will be grounds for DTSC to file civil or criminal actions as provided by law.

e. The LUC will identify the following controls and restrictions on the property:

   1. Prohibited uses of the restricted property shall include no residential, hospital, schools for children under 21, daycare, etc.

   2. Prohibited activities at the property shall include no extraction of groundwater, no domestic use of groundwater etc.

   3. The use of the property should not have any interference with access to and protection of remedial facilities such as the groundwater extraction system and the associated monitoring wells.

   4. Soil management controls including the requirement for a soil management plan.

CPV is requesting modification to the cleanup goals for arsenic and PAHs to be consistent with background concentrations for these constituents. Based on the current analysis of the site data, the cleanup goals in the approved RAP should be modified to reflect the current understanding of background concentrations for these constituents. DTSC is reviewing the supporting documentation and will be providing additional comments under separate letter.

Senate Bill 120 states that DTSC can't certify the final remedial action at the Site complete until the cleanup is consistent with the land use plan approved by the City of Sacramento. It is imperative for CPV to work with the City to have a development plan approved before the cleanup is completed.

In addition to the soil remedy, all administrative actions for the groundwater contamination must be completed before DTSC can certify the remedial action at the Site. CPV will be required to enter into an operations and maintenance agreement (OMA) with DTSC for the groundwater extraction and monitoring system. The OMA will include the requirements for financial assurance at the Site and a long-term monitoring plan.

If you have any questions or comments, please contact me at (916) 255-3643.

Sincerely,

Thomas Tse

Thomas Tse
Hazardous Substances Engineer
Brownfields and Environmental Restoration Program

cc: Mr. Paul Petrovich
Curtis Park Village, LLC
5046 Sunrise Blvd., Suite 100
Fair Oaks, California 95628

Mr. Benjamin P. Leslie-Bole
ERM-West, Inc.
1277 Treat Blvd., Suite 500
Walnut Creek, California 94597

Mr. Matthew A. Scheeline
ERM-West, Inc.
2525 Natomas Park Drive, Suite 350
Sacramento, California 95833

Mr. Ralph Propper
Sierra Curtis Neighborhood Association
2749 Donner Way
Sacramento, California 95818

Mr. Fernando Amador, P.E. (sent via email)
Supervising Hazardous Substances Engineer
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

RECORDING REQUESTED BY:

Union Pacific Railroad Company
9451 Atkinson Street, Suite 100
Roseville, California 95747

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Brownfields and Environmental
Restoration Program
8800 Cal Center Drive
Sacramento, California 95826
Attention: Curtis Park Site Project Manager

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20100618 PAGE 0956
Check Number 6220
Friday, JUN 18, 2010 11:25:20 AM
Ttl Pd $60.00 Nbr-0006390372
TMH/74/1-15

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# COVENANT TO RESTRICT USE OF PROPERTY

## ENVIRONMENTAL RESTRICTION

*Operable Unit S-5, Active Yard, Union Pacific Railroad Company Site,*
*3675 Western Pacific Ave., Sacramento, California*
County of Sacramento
Assessor's Parcel Number (APN): 013-0010-028-0000
Department of Toxic Substances Control site code number 100151

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This Covenant and Agreement ("Covenant") is made by and between Union Pacific Railroad Company, a Delaware corporation, (the "Covenantor"), the current owner of property situated in Sacramento, County of Sacramento, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

## ARTICLE I
## STATEMENT OF FACTS

1. The Property, totaling approximately 31 acres, is more particularly described as a railroad right of way and depicted in the attached Exhibits "A" and "B". The Property is located in the area now generally bounded: on the west by the Sacramento

City College light rail station and a double set of Sacramento Regional Transit light rail tracks, and adjacent and west of those light rail tracks, by Sacramento City College, commercial, and residential property; on the north by residential property; on the south by commercial property; and on the east by the inactive portion of the railroad yard. The Property is also generally described as Sacramento County APN 013-0010-028-0000 and also is referred to as Operable Unit S5 (OU-S5). The light rail tracks and station to the west are known as Operable Unit S6 (OU-S6) and that OU-S6 area is also subject to land use restrictions. The OU-S6 Land Use Covenant/Environmental Restriction is recorded in the Sacramento county records as Book 20090722 Page 1469. The inactive portion of the railyard to the east is part of a different Operable Unit that is being cleaned up for development by the Petrovich Development Company. Depending on the cleanup levels achieved on that Operable Unit, land use restrictions may be necessary in addition to the land use restrictions of this (active railroad corridor) OU-S5 Covenant and the land use restrictions on (the light rail corridor) OU-S6.

1.02. The Property is being remediated pursuant to a Remedial Action Plan (RAP) developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The RAP, including a Health Risk Assessment (HRA) and a negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. were released for public review and comment and subsequently approved by the Department on June 30, 1995. The RAP including a HRA requires a Covenant as part of the site remediation, because hazardous substance, as defined in Health and Safety Code section 25316, and a hazardous material as defined in Health and Safety Code section 25260, remain above unrestricted cleanup goals from the surface to depths of 15 feet or more below the surface of the Property. Such hazardous substances and hazardous materials include, but are not limited to, arsenic, copper, lead, zinc and total petroleum hydrocarbons as diesel and oil.

1.03. As detailed in the Final HRA approved by the Department on January 1993, all or a portion of the surface and subsurface soils of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following contaminants of concern found in soil/slag with maximum concentrations set forth below: Arsenic (3,120 parts per million ("ppm")), Copper (26,000 ppm), Lead (10,800 ppm), Zinc (13,700 ppm), Total Petroleum Hydrocarbons (as diesel 8,300 ppm), Total Petroleum Hydrocarbons (as oil 3,000 ppm), and Total Petroleum Hydrocarbons (as kerosene 2,100 ppm). Based on the Final Risk Assessment, remedial action cleanup levels were developed in the RAP. The cleanup goals for the contaminants of concern for unrestricted land use are set forth below:

> Arsenic (8 ppm), Lead (220 ppm), and Total Petroleum Hydrocarbons (as diesel 1,000 ppm). The Total Threshold Limit Concentration in Title 22, California Code of Regulations for defining hazardous materials for Copper is 2,500 ppm and Zinc is 5,000 ppm. The Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable

human health risk. The Department further concluded that the Property, when limited to its current land use as an active railroad transportation corridor with restricted access for only authorized individuals, and when used in compliance with the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment.

## ARTICLE II
## DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

## ARTICLE III
## GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors,

and assignees, to the extent permitted by law. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that the Owner will pay the Department's costs in administering the Covenant, as and to the extent provided in California Code of Regulations, title 22, section 67391.1(h.)

## ARTICLE IV
## RESTRICTIONS AND REQUIREMENTS

4.01. Property Uses. The Property shall not be used for any purpose other than as an active railroad transportation corridor.

4.02. Soil Management.

(a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance. Nothing herein shall be construed as prohibiting or regulating the removal or replacement of rails, ties or ballast as part of the on-going maintenance of the rail line, provided, however, that such activities do not disturb the soils underlying the railbed.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

(a) Drilling for drinking water, oil, or gas without prior written approval by the Department.
(b) Extraction of groundwater except as approved by the Department in a Groundwater Management Plan.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Five Year Review. The entity or person responsible for implementing the Five Year Review shall have reasonable right of entry and access to the Property for the purpose of implementing the Five Year Review until the Department determines that no further Five Year Review is required.

4.06. Reasonable entry and access pursuant to Sections 4.04 and 4.05 shall be subject to, for as long as Covenantor owns the Property:

(a) Compliance with Covenantor's safety plan applicable to entry upon the Property;
(b) Reasonable prior notice to Covenantor of not less than 48 hours; and
(c) The on-site presence of an employee of Covenantor during all such activities, unless expressly waived in writing by Covenantor.

This Section 4.06 shall not apply if an emergency response is necessary or if the Department is exercising any access authority it may have under the law.

4.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within ten (10) days of

identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

4.08. Five-Year Review. In addition to the annual reviews noted above, after a period of five years from the recordation of the Covenant and every five (5) years thereafter, Owner shall review and reevaluate to determine if human health and the environment are being adequately protected by the remedy as implemented. Within 30 days before the end of each five-year period, Owner shall submit a five-year review workplan to DTSC for review and approval. Within 60 days of DTSC's approval of the workplan, Owner shall implement the workplan and submit a report of the results of the five-year review. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional work or modify the work previously performed by Owner.

## ARTICLE V
## ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

## ARTICLE VI
## VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII
## MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:
Union Pacific Railroad Company
Attention: James E. Diel
9451 Atkinson Street, Suite 100
Roseville, California 95747

and

Union Pacific Railroad Company
Attention: Regional Environmental Counsel
10031 Foothills Blvd., Suite 200
Roseville, California 95747

and

To Department:
Attention: Curtis Park Railyard Project Manager (2 Copies)
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Statutory References. All statutory references include successor provisions.

7.06. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Union Pacific Rail Road Company

By: _____
Tony Love
Assistant Vice President Real Estate

Date: _____

Department of Toxic Substances Control:

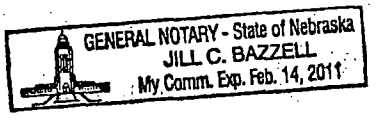
By: _____
Title: Fernando A. Amador P.E.
Supervising Hazardous Substances Engineer
Sacramento Responsible Party Unit
Brownfields and Environmental Restoration Program

Date: 6/9/10

**STATE OF NEBRASKA** )
) **ss.**
**COUNTY OF DOUGLAS** )

On May 27, 2010 before me, Jill C. Bazzell, Notary Public in and for said County and State, personally appeared Tony K. Love, who is the Assistant Vice President – Real Estate of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

(SEAL)

# California
# All-Purpose Acknowledgment

**State of California**

**County of** Sacramento } ss.

On June 9, 2010 before me, Florence L. Howard, Notary,
Name and Title of Notary Public

personally appeared Fernando Amador

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Florence L. Howard
Signature of Notary Public

MGC1 FLORENCE L. HOWARD MGC1
COMM. #1769942
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES SEPT. 23, 2011
This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: (916) 255-1689

MUIR CONSULTING, Inc.
Land Surveying ♦ G.P.S. ♦ Planning

December 3, 2008
Job No.: 3831-01

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All that certain property situate in a portion of Section 13, Township 8 North, Range 4 East, Mount Diablo Base & Meridian, City of Sacramento, County of Sacramento, State of California, and being more particularly described as follows:

BEGINNING at the most southwesterly corner of that certain plat of "West Curtis Oaks Addition," filed for record May 3, 1911 in Book 12 of Maps at page 19 in the Office of the Recorder, Sacramento County; thence along the northwesterly prolongation of the southerly line of said plat North 61°15'09" West, a distance of 19.20 feet to a point on the easterly boundary of the lands of Union Pacific Railroad, said point being the TRUE POINT OF BEGINNING; thence along said railroad boundary South 12°54'03" East, a distance of 357.04 feet; thence South 76°22'08" East, a distance of 11.14 feet to the northwesterly corner of the lands described in that certain Certificate of Compliance filed for record on January 24, 2006 as Document Number 200601241181 in the Office of the Recorder, Sacramento County; thence along the westerly boundary of said lands South 19°18'25" East, a distance of 745.15 feet; thence South 15°40'58" West, a distance of 104.76 feet; thence South 12°52'45" East, a distance of 3041.94 feet to the southwest corner of said lands; thence leaving said southwesterly line South 80°14'36" West, a distance of 3.60 feet; thence South 13°58'23" East, a distance of 51.15 feet, more or less, to the northerly right of way line of Sutterville Road; thence South 77°02'43" West, a distance of 61.97 feet; thence North 17°31'42" West, a distance of 298.89 feet; thence North 17°16'26" West, a distance of 99.87 feet to the beginning of a tangent curve to the right; thence along said curve having a radius of 3740.00 feet, through a central angle of 2°02'49", an arc length of 132.53 feet; thence North 14°13'28" West, a distance of 99.87 feet; thence North 13°58'12" West, a distance of 2527.28 feet; thence North 13°42'52" West, a distance of 99.87 feet to the beginning of a tangent curve to the right; thence along said curve having a radius of 3726.00 feet, through a central angle of 2°28'40", an arc length of 161.13 feet; thence North 10°12'50" West, a distance of 99.87 feet; thence North 09°57'30" West, a distance of 294.42 feet; thence North 10°12'41" West, a distance of 103.13 feet to the beginning of a tangent curve to the left; thence along said curve having a radius of 3788.00 feet, through a central angle of 2°29'42", an arc length of 164.95 feet; thence North 13°43'01" West, a distance of 100.13 feet; thence North

13°58'12" West, a distance of 132.34 feet; thence North 72°33'30" East, a distance of 31.15 feet to the TRUE POINT OF BEGINNING.

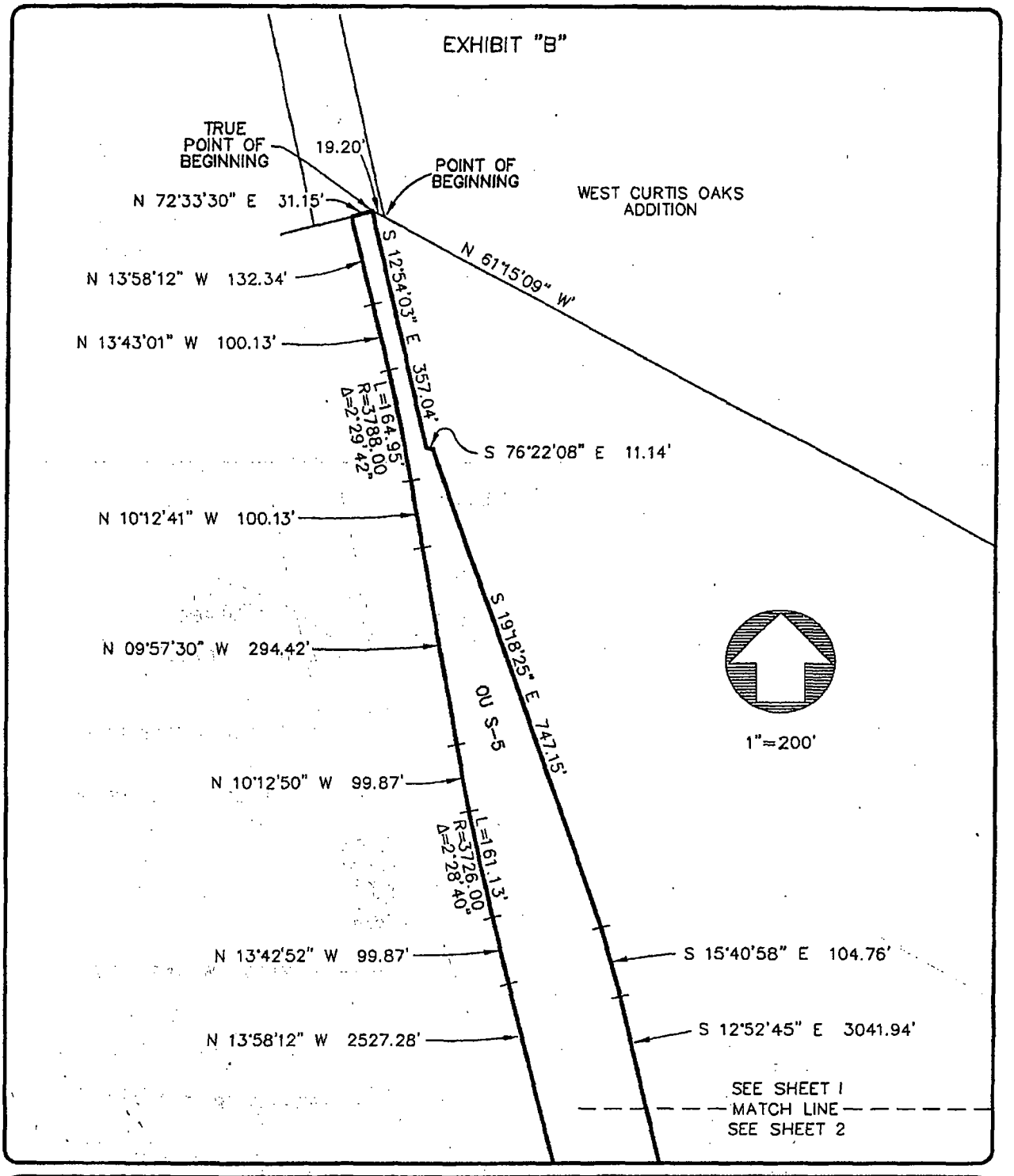
A plat showing the above description is attached hereto and made part hereof as Exhibit "B."

This description was prepared by me or under my direct supervision.

Jack M. Smith, P.L.S. 7539
Expires: 12/31/09

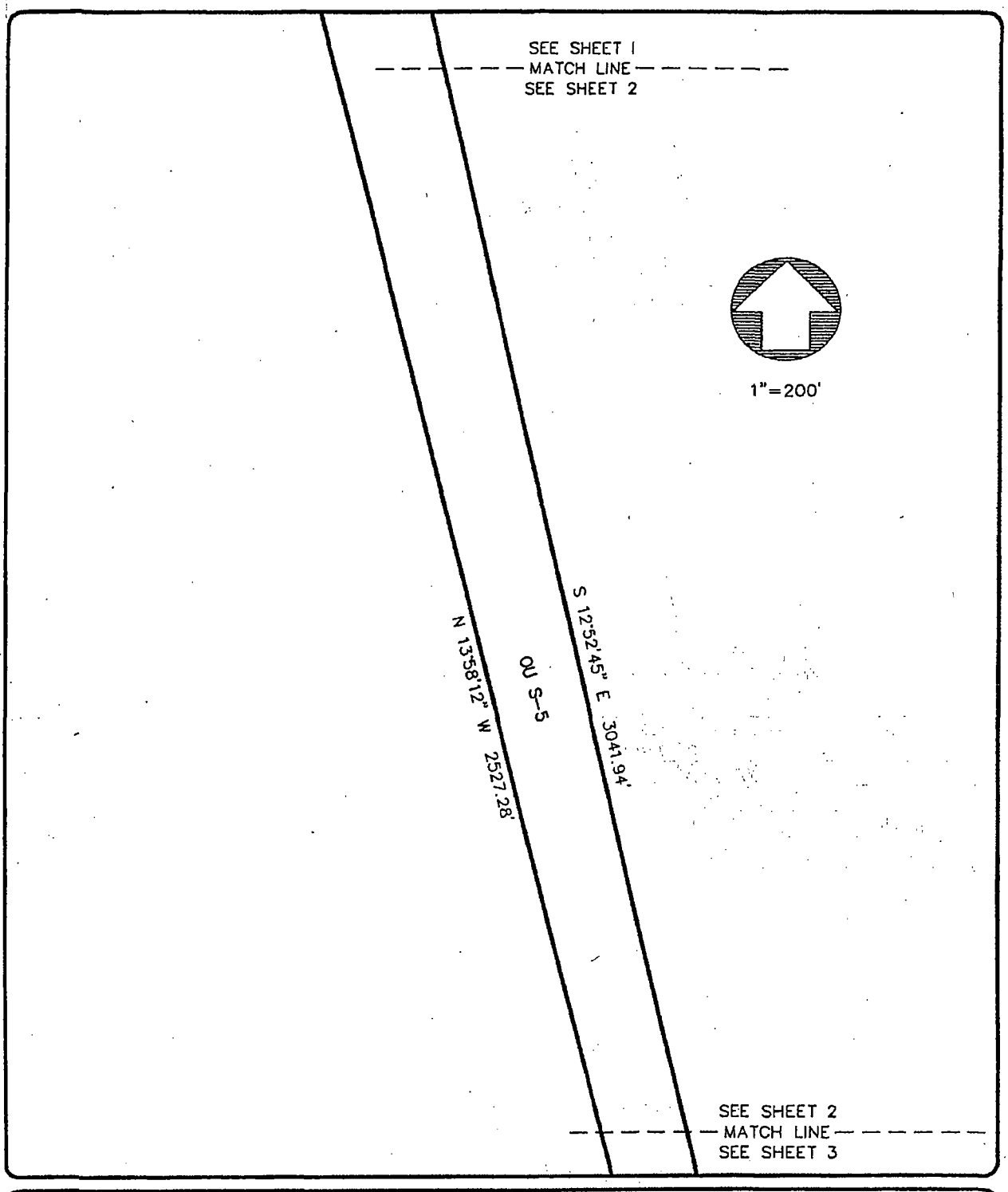
PROFESSIONAL LAND SURVEYOR
JACK M SMITH
No. 7539
Exp. 12-31-09
STATE OF CALIFORNIA

12/3/08
Dated




MUIR CONSULTING, INC.
139 CHURCH AVE.
OAKDALE, CA 95361
(209) 845-8630 FAX (209) 845-8639
www.muirconsulting.com

Subject EXHIBIT "B"
CURTIS PARK "OU S-5"
Job No. 3831-01
By JWG Date 12/03/08 Chkd. JMS
Scale 1"=200' Sheet 1 of 3

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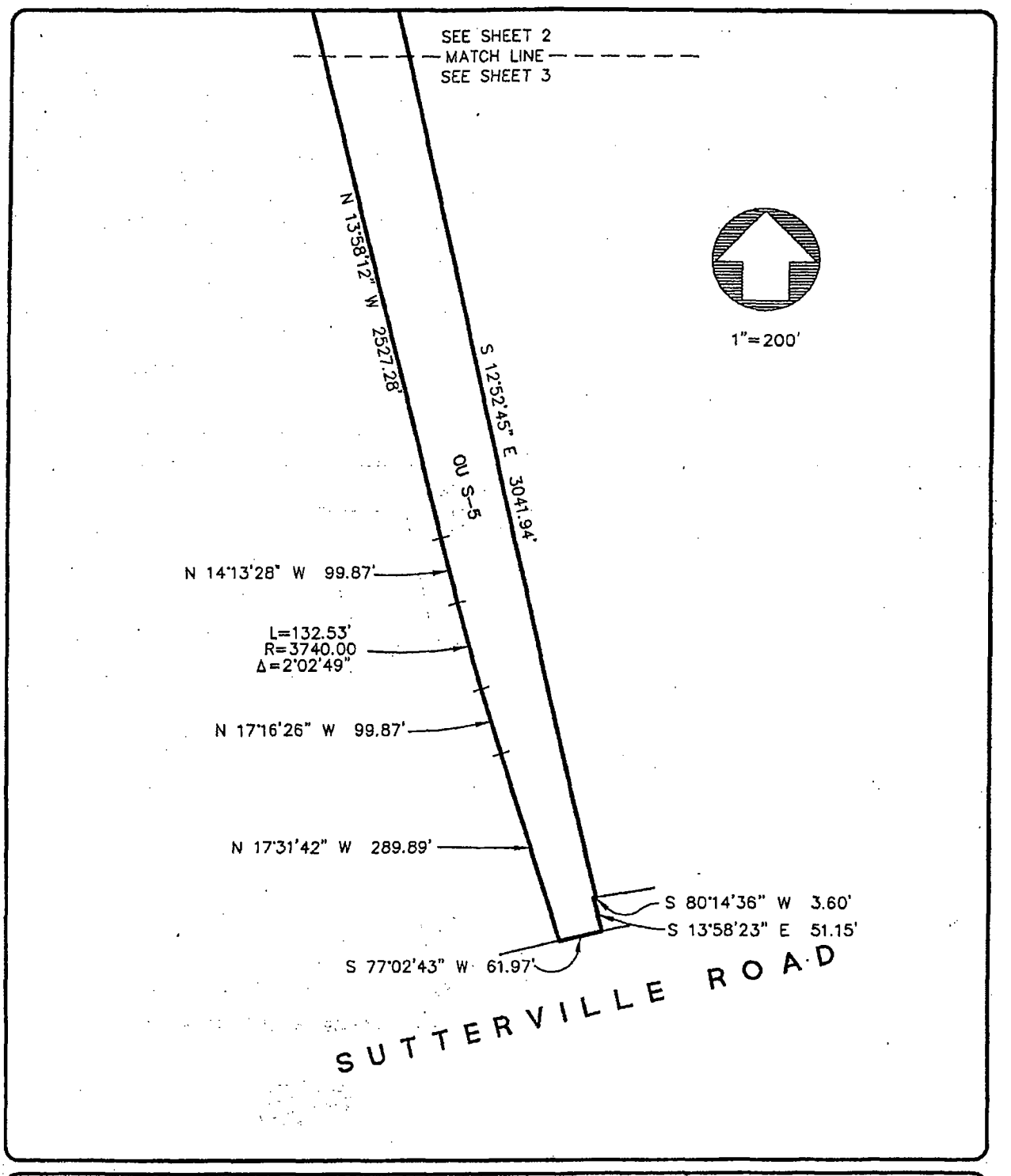
Scale 1"=200' Sheet 2 of 3

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CURTIS PARK "OU S-5"
Job No. 3831-01
By JWG Date 12/03/08 Chkd. JMS
Scale 1"=200' Sheet 3 of 3

RECORDING REQUESTED BY:

Union Pacific Railroad Company
Tony Love
Assistant Vice President Real Estate
1400 Douglas Street
Mail Stop 1690
Omaha, Nebraska 68179

WHEN RECORDED MAIL TO:

California Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: Fernando A. Amador P.E.
Supervising Hazardous Substances Engineer
Brownfields and Environmental Restoration Program

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20090722 PAGE 1469
Check Number 6210
Wednesday, JUL 22, 2009 3:08:02 PM
Ttl Pd $50.00 Nbr-0005978539
TMH/74/1-14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# COVENANT TO RESTRICT USE OF PROPERTY

## ENVIRONMENTAL RESTRICTION

Re: *Operable Unit S-6, Light Rail Corridor, Union Pacific Railroad Site,*
*3675 Western Pacific Avenue, Sacramento*
APN # 013-0010-029-0000
Formerly westerly portion of APN# 013-0010-012
Department of Toxic Substances Control site code number 102015

This Covenant and Agreement ("Covenant") is made by and between Union Pacific Railroad Company, a Delaware corporation, ( the "Covenantor"), the current owner of property situated in Sacramento, County of Sacramento, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5(a)(1)(c) hereby agree that the use of the Property be restricted as set forth in this Covenant, to the extent permitted by law..

## ARTICLE I
## STATEMENT OF FACTS

1.01. The Property, also referred to in cleanup plans as Soil Operable Unit S-6 (OU S-6), totaling approximately 6.7 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property was created by separating the western portion of the Union Pacific Railroad Right of Way corridor from the remaining Union Pacific Railyard site in the Curtis Park area. This corridor runs in a north/northwesterly direction

from Sutterville Road on the south where it is about 88 feet wide, narrows in the middle to be approximately 55 feet wide and continues north expanding again to be approximately 106 feet wide when it reaches its northerly extent near Portola Way on the north. Sacramento City College is adjacent to the southwest side. Residential properties and commercial development are adjacent to the northwestern side. The Property is located in the County of Sacramento, State of California. The Property is the westerly portion of Sacramento County Assessor's Parcel No.: APN-013-0010-029-0000 with the Property's easterly boundary lying just east of the railroad tracks. As noted above, the actual legal description for the Property is depicted in Exhibit "A" where the metes and bounds are collectively set forth as "Legal Description of OU-S6 – Figure 3-1, Legal Description of OU-S6 –Figure 3-2, and Legal Description of OU-S6 –Figure 3-3.

1.02. Soil removal actions were conducted in accordance with the Removal Action Workplan (RAW) "Slag and Slag-impacted Soil, Operable Unit S-6" (May 2000) and the "Final Excavation Workplan Debris Fill Soil Remediation Operable Unit S-6" (May 2001). The completed actions consisted of removal of lead contaminated debris along the northwest edge of the Property and, removal of slag ballast, slag, and arsenic impacted soil from the portion of the Union Pacific Railroad Company's (UPRR) Curtis Park Railyard mainline right of way. The Sacramento Regional Transit District (SacRT) holds an easement over the Property for its Southline Light Rail Corridor Right of Way project, and is currently using and in the future plans to continue using the Property as a transit right of way as well as a station for loading and unloading passengers. SacRT also holds an option to acquire fee title to the Property.

The Property is being remediated under a RAW prepared pursuant to Chapter 6.8 of Division 20 of the H&SC, under the oversight of the Department. The RAW provides that a deed restriction be required as part of the site remediation, because elevated levels of lead, arsenic, and polycyclic aromatic hydrocarbons (PAH) remain below the surface of the Property. Lead, arsenic and PAH are hazardous substances, as defined in H&SC section 25316, as well as a hazardous material as defined in H&SC section 25260. The Department circulated the RAW together with a draft Notice of Determination (NOD) for public review and comment pursuant to the California Environmental Quality Act found at Public Resources Code section 21000 et seq. The RAW and the NOD were approved by the Department on May 11, 2000.

1.03. Health risks associated with site contaminants were evaluated in a Health Risk Assessment (HRA) prepared for the entire Curtis Park Railyard in support of the 1995 Remedial Action Plan (RAP) approved by the Department. The RAW was approved by the Department in May 2000 to address removal of contaminated soil from OU S-6 to accommodate construction of the SacRT's Southline light rail extension. Section 4.0 of the RAW presents a summary of the HRA and discusses how the findings of the HRA apply to OU S-6. The HRA and the RAP can be found at DTSC - Sacramento Office file room. In the HRA of the RAW, exposure scenarios and exposure pathways considered for OU S-6 were short term dermal contact with contaminated soil and inhalation of contaminated dust by light rail passengers, and also for construction workers in the passenger pad areas. Now that the light rail line has been constructed and is in operation, dermal contact with soil is less likely than inhalation of contaminated dust, since the passenger station areas are paved and access to soil is limited.

Based on findings of the HRA the Department concluded that unrestricted use of the Property would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, if limited to non-residential mixed use, which would include light rail operations planned for use at the site, and when used in compliance with the terms of this Covenant, does not present an unacceptable threat to human health or the environment. Remediation of OU S-6 falls under the general land use category of restricted land use defined in the RAW as: non-residential

mixed use with a permanent deed restriction to prevent future land uses other than those specified and to prevent improper future excavation and disposal of contaminated materials. Within the restricted property elevated levels of lead, arsenic, and PAH remain at concentrations in excess of unrestricted land use levels of 220 parts per million (ppm), 8ppm, and 0.042ppm respectively.

## ARTICLE II
## DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means any person or entity entitled by easement, ownership, leasehold, license, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III
## GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction:

(a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471;
(b) inures to the benefit of and passes with each and every portion of the Property;
(c) is for the benefit of, and is enforceable by the Department; and
(d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant is, to the extent permitted by law, binding upon all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance,

except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Deed Restriction to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for himself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant. Failure of the owner to pay such costs when billed is a breach of the covenant and enforceable pursuant to section 5.01 of the covenant. Covenantor has represented to the Department that SacRT has assumed responsibility for the Department's recoverable costs in administering the Covenant. Therefore, the Department shall bill those costs to SacRT in the first instance and shall only bill those costs to Covenantor in the event of SacRT's failure to pay such costs.

## ARTICLE IV
## RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
(b) A hospital for humans.
(c) A public or private school for persons under 21 years of age.
(d) A day care center for children.

4.02. Soil Management.

(a) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law. All activities shall be conducted in accordance with an approved Health and Safety Plan and Soil Management Plan.
(b) No off-site removal of any soils from the site shall be allowed without prior written approval from the Department. All soil proposed for off-site removal must be properly tested for the hazardous materials identified in section 1.03. After testing, any soils identified as hazardous materials shall be properly disposed of as required by law (e.g. to a Class I Hazardous Waste Landfill or in any other manner permitted by law).
(c) The Owner or Occupant shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property which will disturb the contaminated soil.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment, as well as for activities consistent with Five-Year Review or other monitoring efforts associated with the environmental remediation of this property.

## ARTICLE V
## ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor, Owner, or Occupant, as appropriate, modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas), constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

## ARTICLE VI
## VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. ovenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII
## MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Union Pacific Railroad Company
Tony Love
Assistant Vice President Real Estate
1400 Douglas Street
Mail Stop 1690
Omaha, Nebraska 68179

To Department:

Fernando A. Amador P.E., Chief
Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
8800 Cal Center Drive
Sacramento, California 95826
Attn: Curtis Park Railyard Project Manager

To Easement/Option Holder:

Personal Delivery:
Sacramento Regional Transit District
Attention: Chief Legal Counsel
1400 29th Street
Sacramento, California 95816

Mail Delivery:
Sacramento Regional Transit District
Attention: General Counsel
P.O. Box 2110
Sacramento, California 95812-2110

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the portion or term shall be invalid or unenforceable only to the extent of such determination, and shall not invalidate or otherwise render ineffective any other portion or term except as necessary to carry out the intent of the parties in executing this Covenant.

7.06 Statutory References. All statutory references include successor provisions.

7.07. Annual Reporting Requirements. Section 67391.1 of title 22, division 4.5, chapter 39 of the California Code of Regulation titled "Requirements for Land Use Covenants" (22 CCR 67391.1) requires that a response action decision document that includes the use of land use controls include a description of the implementation and enforcement provisions to address the monitoring and maintenance necessary to ensure prohibited uses are not occurring on the deed restricted property. For this covenant, the implementation and enforcement plan will include at a minimum an annual inspection of the property and an annual report. After the recording of the deed restriction, the annual report shall be provided to the Department by January 15th of each calendar year. The annual report shall describe any variance observed or noted during the inspection from the requirements outlined in the Deed Restriction. The annual report, filed by the Covenantor, or the Occupant, or the then current owner(s), shall certify whether, to the declarant's knowledge, the property is being used in a manner consistent with the terms of the deed restriction and any steps

that have been taken to secure compliance with the deed restriction's terms during that reporting period. The annual report must include the dates, times, and names of those who conducted and performed the annual inspection. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.). If violations were noted during the annual reporting period, the observer must include in the annual report a detailed account of the steps taken to return to compliance, or if compliance was not accomplished, the efforts extended in the attempt to return to compliance.

In addition to the annual reporting requirement, if the Occupant or the property owner identifies any violations of the deed restriction at any time, it shall within ninety (90) days of identifying the violation:

(a) determine, to the best of its ability, the identity of the party in violation,
(b) send a letter advising the party that a violation of the deed restriction has occurred and demand that the violation cease immediately. Such letter shall be sent by certified mail with return receipt and signature required. In addition, copies of any correspondence related to the enforcement of the deed restriction shall be sent to the Department within ten days of its original transmission.

Within sixty (60) days of identifying that a violation has occurred, if neither the Occupant or the property owner has been able to identify the violator (after exercising it best ability to do so as required above), the Occupant and the current owner shall each contact DTSC on or before the seventieth (70th) day, and shall advise DTSC of the nature of the violation observed and the fact that they have been unable to identify the violator. Each shall also detail for DTSC's records all efforts pursued by each party in attempting to identify the violator and return to compliance.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Union Pacific Railroad Company

By: Tony K Tave
Title: Assistant Vice President – Real Estate
Date: 3-27-2009

Department of Toxic Substances Control

By:
Title: Fernando A. Amador, P.E.
Supervising Hazardous Substances Engineer
Brownfields and Environmental Restoration Program

Date: 6/11/09

ACKNOWLEDGMENT

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

On MARCH 27, 2009, before me, Lisa L. Burnside, a Notary Public in and for said County and State, personally appeared Tony K. Love who is the Assistant Vice President – Real Estate of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Public

(Seal)

GENERAL NOTARY - State of Nebraska
LISA L. BURNSIDE
My Comm. Exp. Dec. 20, 2009

# California
# All-Purpose Acknowledgment

**State of California**

**County of** Sacramento } ss.

On June 11, 2009 before me, Florence Howard
(Name and Title of Notary Public)

personally appeared Fernando Augusto Amador

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Florence L. Howard
Signature of Notary Public

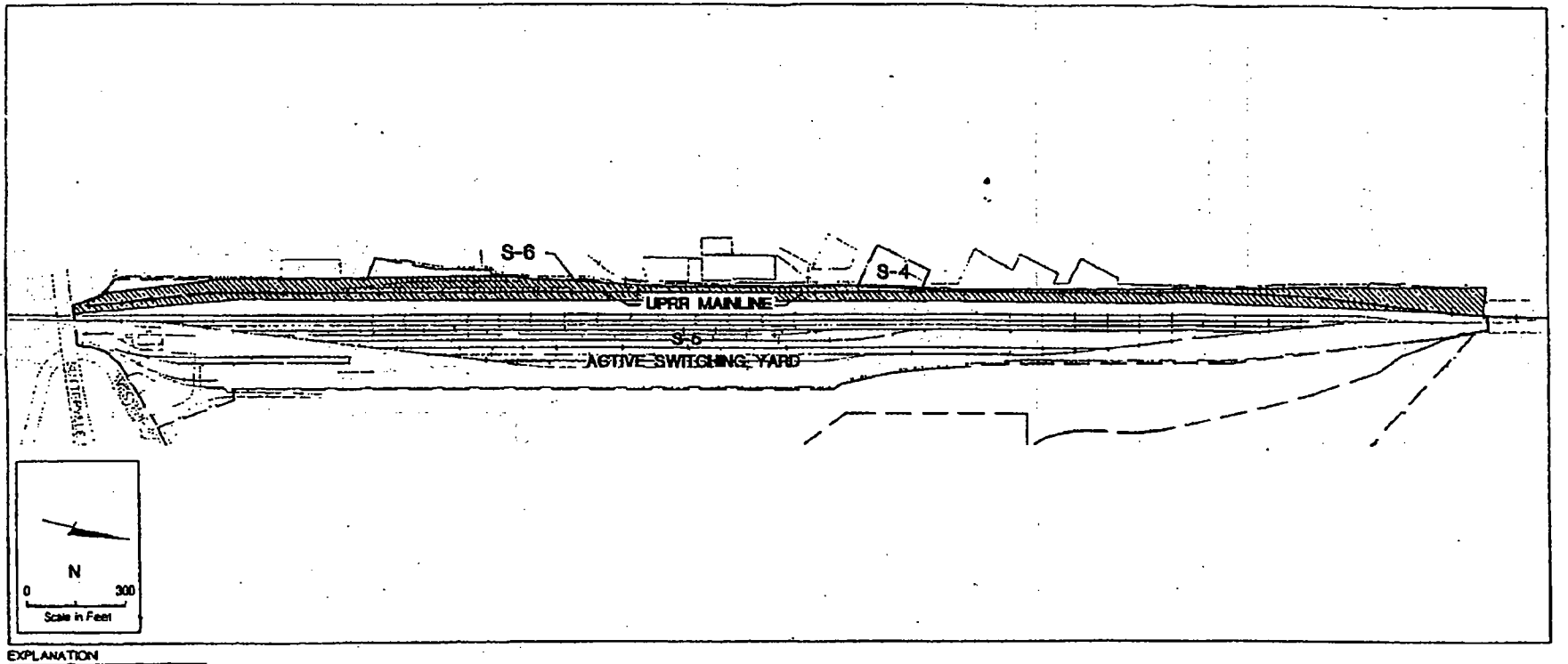
MGC1 FLORENCE L. HOWARD MGC1
COMM. #1769942
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES SEPT. 23, 2011

This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

Exhibit A




EXPLANATION

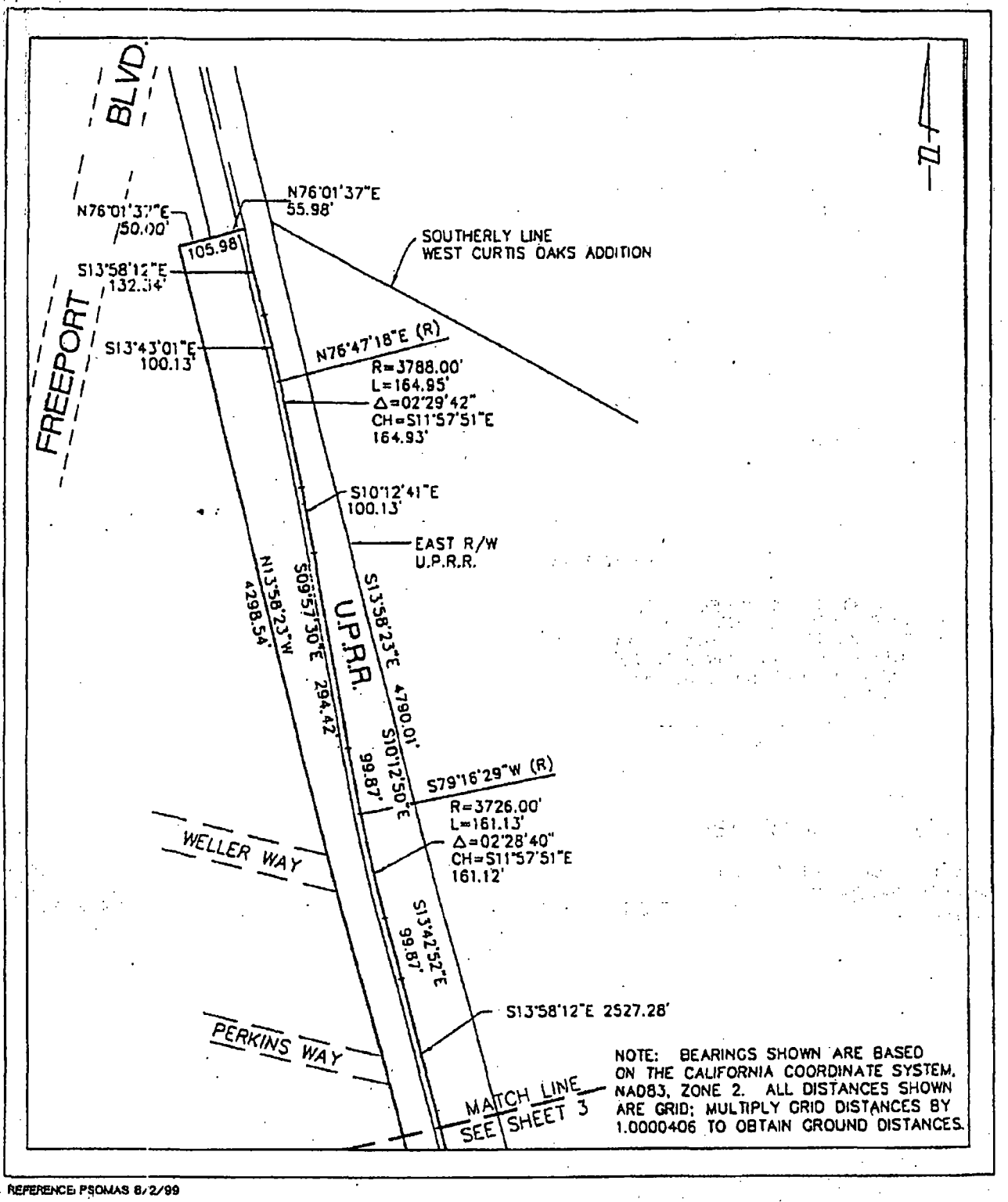
- Soil Operable Unit Boundary
- Fence
- Portion of OU S-5 proposed for delineation as OU S-6

DAMES & MOORE

LOCATION OF OU S-6

Union Pacific Curtis Park Railyard
Sacramento, California

FIGURE 2




REFERENCE: PSOMAS 8/2/99

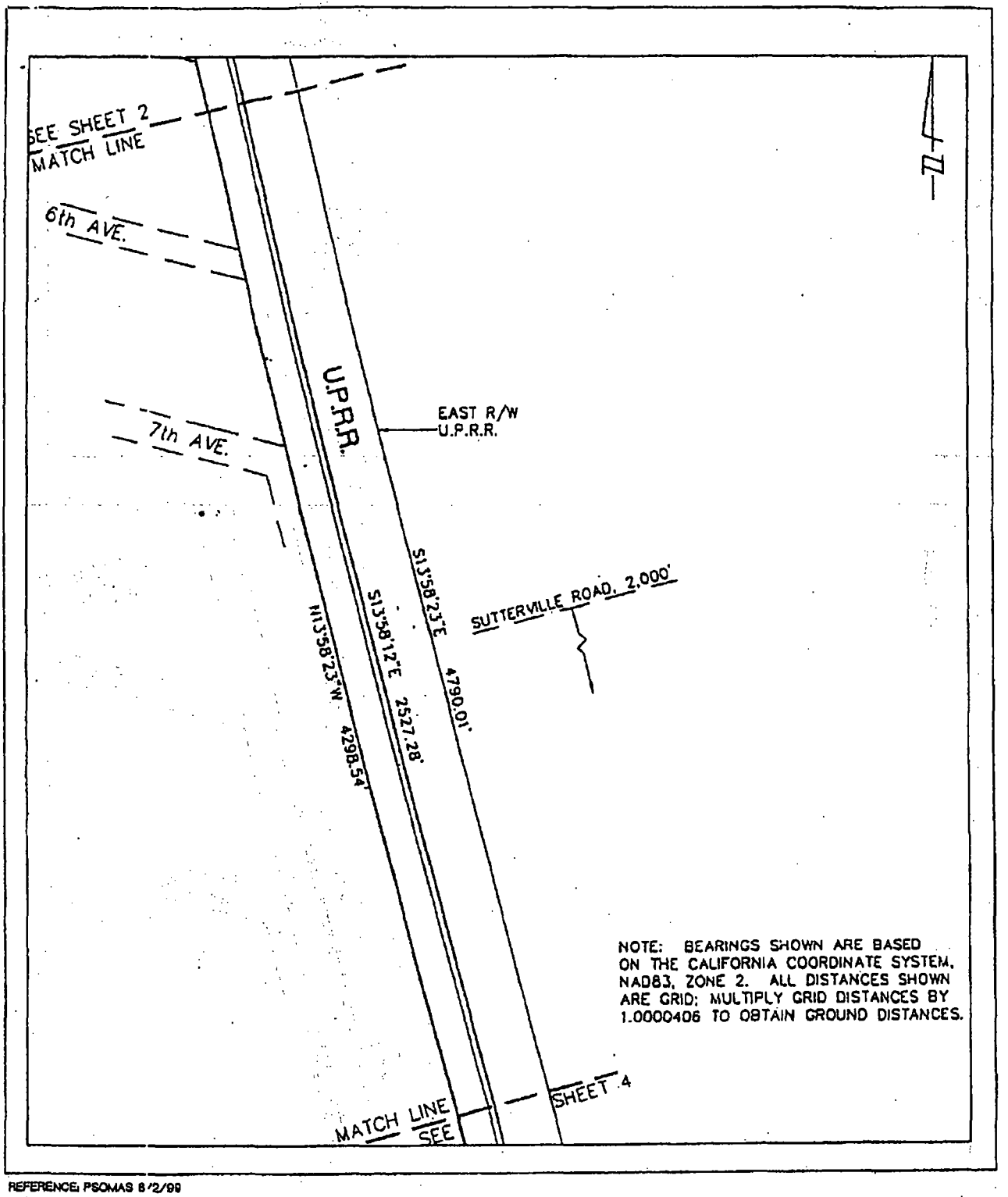
## LEGAL DESCRIPTION OF OU-S6

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Union Pacific Curtis Park Railyard
Sacramento, California

00173-195-5105-044 bam Nov 09, 1999 52150.DWG

FIGURE 3-1




REFERENCE: PSOMAS 8/2/99

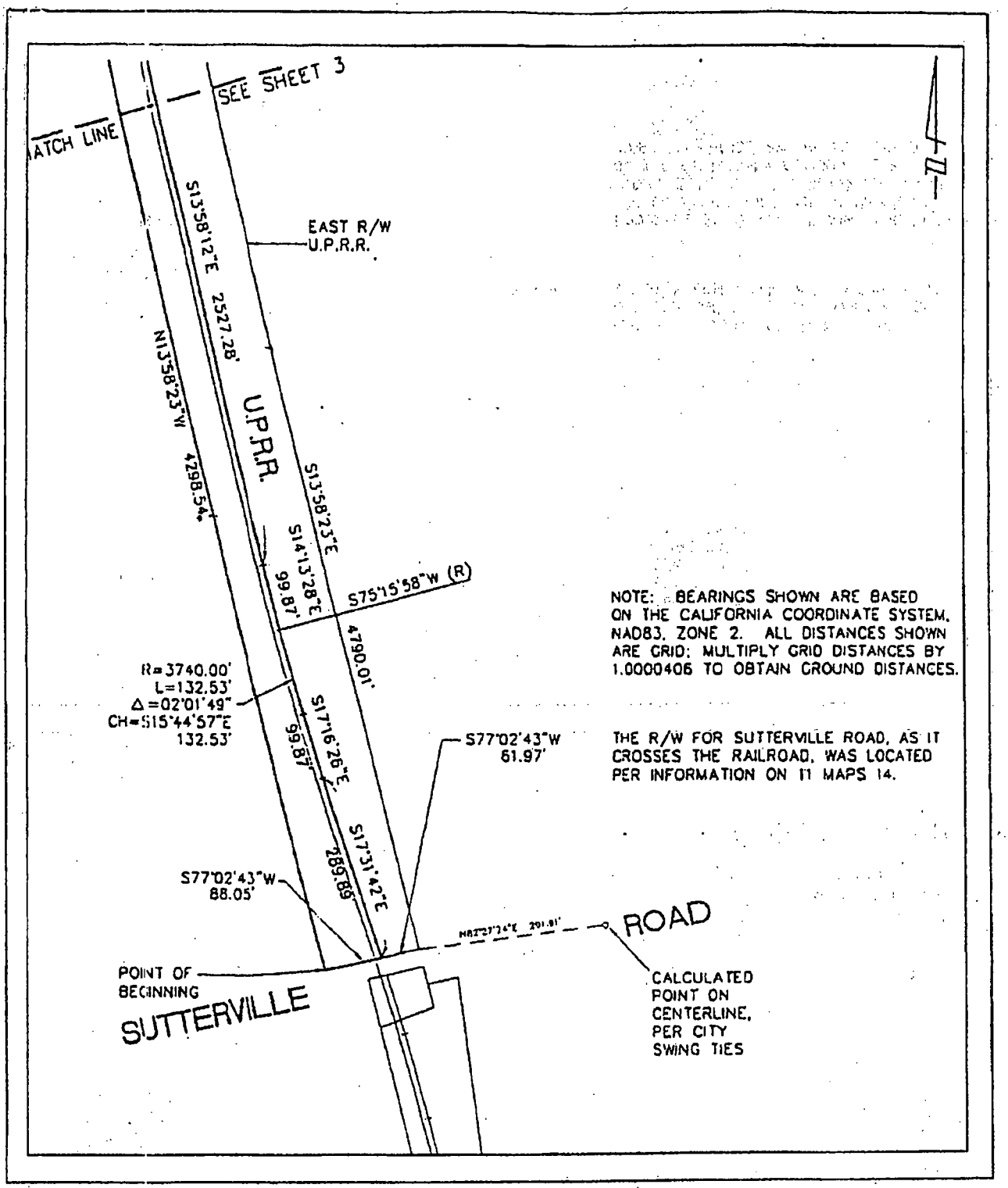
## LEGAL DESCRIPTION OF OU-S6

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Union Pacific Curtis Park Railyard
Sacramento, California

00173-185-5105-044 bam Nov 09, 1999 521SH.DWG

FIGURE 3-2




REFERENCE: PSOMAS 8/2/99

## LEGAL DESCRIPTION OF OU-S6

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

00173-195-5105-044 bam Nov 09, 1999 5215JDWG

Union Pacific Curtis Park Railyard
Sacramento, California
FIGURE 3-3

Linda S. Adams
Secretary for
Environmental Protection

# Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

August 25, 2010

Mr. James E. Diel
Union Pacific Railroad Company
9451 Atkinson Street, Suite 100
Roseville, California 95747

**REVISED SOIL MANAGEMENT PLAN, OPERABLE UNIT S-5, CURTIS PARK RAILYARD SITE, SACRAMENTO, CALIFORNIA**

Dear Mr. Diel:

The Department of Toxic Substances Control (DTSC) has reviewed the Revised Soil Management Plan (SMP), dated June 11, 2010 prepared by Arcadis for the Active Yard of the Curtis Park Railyard Site located at 3675 Western Pacific Avenue, Sacramento, California. The 1995 approved Remedial Action Plan identified the Active Yard as Operable Unit S-5 and the approved remedy requires a Land Use Covenant (LUC) as part of the remediation because hazardous substances above the unrestricted cleanup goals remain at the OU S-5 at the Site. The SMP has been prepared to meet the requirement of the LUC which Union Pacific Railroad Company recorded on the property in June 2010. The purpose of the SMP is to protect onsite workers and nearby community from the activities that will potentially disturb the impacted soil and ensure that impacted soil are managed appropriately at the Site. The SMP shall only apply to small railroad activities which involve disturbing or disposal of impacted soil less than 500 cubic yards. DTSC will have direct oversight of any project involving disturbance or disposal of impacted soil greater than 500 cubic yard. For these larger projects, DTSC should be notified 90 days prior to starting the field activities. Submittal of Work Plans for DTSC's review and approval and implementation of public participation activities may be required before starting the activities. In addition, prior to initiation of the field activities, UP should evaluate and modify, as needed, the SMP to ensure the planned activities can be managed by the SMP. DTSC concurs with the Revised SMP.

If you have any questions or comments, please contact Mr. Thomas Tse at (916) 255-3643.

Sincerely,

Fernando A. Amador, P.E.
Supervisor Hazardous Substances Engineer I
Brownfields and Environmental Restoration Program

cc: See next page.

cc: Ms. Liz Sewell, P.G.
Principal Geologist
ARCADIS U.S., Inc.
1410 Rocky Ridge, Suite 330
Roseville, California 95661

Mr. Thomas Tse
Project Manager
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

Linda S. Adams
Secretary for
Environmental Protection

# Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Arnold Schwarzenegger
Governor

December 2, 2009

Mr. James E. Diel
Union Pacific Railroad Company
9451 Atkinson Street, Suite 100
Roseville, California 95747

**CERTIFICATION OF REMOVAL ACTION, UNION PACIFIC RAILROAD COMPANY, CURTIS PARK RAILYARD SITE, OPERABLE UNIT S-6, SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA**

Dear Mr. Diel:

For your records, enclosed are the Department of Toxic Substances Control's (DTSC's) internal documentations for certifying the removal action has been completed at the subject site. The remedial activities have been conducted in accordance with Enforceable Agreement (Docket # HSA 86/87-015EA) issued to Union Pacific Railroad Company in March 1987 for the Curtis Park Railyard Site. Currently, the Railyard Site is divided into Active and Inactive Yard. The Active Yard consists of Operable Unit (OU) S-5 and S-6 and the Inactive Yard consist of OU S-1, S-2 and S-3. OU S-6 is currently being used by the Sacramento Regional Transit District for the light rail corridor and two passenger stations. OU S-6 is specifically excluded from the requirements of SB 120 regarding land use approval for the overall railyard property.

Removal action was conducted in accordance with the Removal Action Workplan (RAW) approved in May 2000 for OU S-6. The RAW was prepared consistent of the approved remedy for OU S-5 in the 1995 approved Remedial Action Plan. The approved removal action in the RAW consisted of removal of visible slag and slag-impacted in the light rail corridor and removal of slag and slag-impacted soil to meet restricted use remedial action objectives in the two passenger stations. Excavation and offsite disposal activities were conducted from August 2000 to April 2002. Confirmation samples showed the removal action at the light rail corridor and the two passenger stations met the removal action objectives for restricted land use. Also, offsite contamination was found during implementation of the RAW. Four residential backyards on the west side of OU S-6 were found to be impacted with miscellaneous debris from the railyard. Confirmation samples collected from these properties showed impacted soil above the unrestricted cleanup goals has been removed to an offsite disposal facility.

Approximately 35,500 tons of impacted materials were removed during implementation of the RAW.

The May 2000 RAW approved by DTSC includes implementation of land use restrictions at OU S-6. After prolong negotiations between Union Pacific Railroad Company and the Sacramento Regional Transit District, a Land Use Covenant (LUC) was recorded with the Sacramento County in July 22, 2009 to restrict the use of the operable unit to commercial/industrial. The LUC prohibits using the property for residential, school, day care centers or hospitals. Annual inspection of the operable unit is required to ensure the use of the property is consistent with the terms and requirements of the LUC.

By this letter, DTSC hereby certifies that the final removal actions for the OU S-6 have been properly implemented. As with any remediation, if previously unidentified contamination is discovered on the property, additional assessment, investigation, and/or remediation may be required.

If you have any questions or comments, please call Mr. Thomas Tse, Project Manager, at (916) 255-3643.

Sincerely,

Fernando Amador, P.E.
Supervising Hazardous Substances Engineer
Brownfields and Environmental Restoration Program

Enclosure

cc: Mr. Thomas Tse **(sent via email)**
Project Manager
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

REMEDIAL ACTION CERTIFICATION FORM

1. Site Name and Location: (Street address, County, City and Assessor's parcel number)

Union Pacific Railroad Company, Curtis Park Railyard Site, Operable Unit S-6,
3675 Western Pacific Avenue, Sacramento, California, 95818-4464, Sacramento County

A. List any other names that have been used to identify sites:

B. Address of site if different from above: _____

C. Assessor's Parcel Numbers: 013-0010-029-0000

2. Responsible Parties: (Use extra pages if necessary)

| | |
|---|---|
| Name: James E. Diel | Name: _____ |
| Title: Manager of Site Remediation | Title: _____ |
| Firm: Union Pacific Railroad Company | Firm: _____ |
| Address: 9451 Atkinson Street, Suite 100 | Address: _____ |
| City: Roseville | City: _____ |
| Zip: 95747 | Zip: _____ |
| Telephone: (916) 789-5184 | Telephone: _____ |
| Name: _____ | Name: _____ |

Title: _____ Title: _____

Firm: _____ Firm: _____

Address: _____ Address: _____

_____ _____

City: _____ City: _____

Zip: _____ Zip: _____

Telephone: _____ Telephone: _____

Relationship to site: such as generator, hauler, etc.

Current Landowner/Operator Union Pacific Railroad Company - Landowner

Relationship to site: such as generator, hauler, etc.

Current Landowner/Operator Sacramento Regional Transit District – Current Operator

Relationship to site: such as generator, hauler, etc.

Current Landowner/Operator _____

3. Brief Description and History of the Site: (Include previous and current uses of site, a brief description of the cleanup action and concentrations of significant hazardous substances left on site) The Site is the Union Pacific Railroad Company, Curtis Park Railyard, Operable Unit (OU) S-6. The Curtis Park Railyard is approximately 94 acres and it's divided into active and inactive yards in the 1995 Remedial Action Plan. OU S-6 encompasses 6.738 acres of the western portion of the active yard and is currently being used by the Sacramento Regional Transit District (SacRt) for the light rail corridor. SacRt is an easement holder for this parcel and is using the Property as a transit right of way as

well as a station for loading and unloading passengers. SacRT holds an option to acquire fee title to the Property. The Curtis Park Railyard was established by Western Pacific Railroad in the early 1900. The rail yard was used to maintain and rebuild steam locomotives and boilers, refurbish rail cars and assemble trains. UPRR purchased the operations in 1982, but discontinued maintenance yard operations at the site in 1983. Buildings and structures n the maintenance yard were demolished in 1985 and 1986. UPRR still maintains the mainline and a railcar switching operation in the active yard (OU S-5). On March 29, 1987, DTSC and Union Pacific Railroad Company entered into an Enforceable Agreement to investigate and remediate the Curtis Park Railyard Site. In 1995, a remedial action plan was approved for the Site. The RAP divided the into five operable units and operable unit S-5 is the active portion of the Railyard. The 1995 RAP indicated that remedial action is not provide land use does not change. In November 1999, DTSC approved the creation of OU S-6 from the original OU S-5 in order to facilitate the expedient remediation and certification of this portion of the site and allow SacRT to proceed with the development of the southline light rail extension. In May 2000, a Removal Action Workplan was approved to address the slag and slag-impacted soil. The approved removal action consisted of removal of visible slag and slag-impacted in the light rail corridor and removal of slag and slag-impacted soil to meet restricted use remedial action objectives in the two passenger stations. Remedial action objectives developed for each contaminant in the RAP and the RAW are arsenic, lead, polynuclear aromatic hydrocarbons, total petroleum hydrocarbons (diesel or gasoline) and benzene, toluene, ethylbenzene and xylenes. In December 2000, a light gray fill material containing miscellaneous debris was encountered during excavation of footings for the SacRT sound-barrier wall along the western boundary of OU S-6. The debris investigation found these materials extended into four residential backyards on the west side of OU S-6. The debris from these properties was excavated for offsite disposal. Confirmation samples showed removal action conducted on these properties met the remedial action objective for unrestricted land use. Slag and slag-impacted soil were excavated for offsite disposal. The light rail corridor and the two passenger stations areas were remediated to restricted land use and the four residential backyards were remediated to unrestricted land use. A land use covenant (prohibiting use of the property for residential, school, daycare centers, or hospitals) has been recorded on the light rail corridor and the passenger stations.

4. Type of Site: (Check appropriate response)
Included in Bond Expenditure Plan?

Yes X No _

RCRA-Permitted Facility ___ Bond-funded _

RCRA Facility Closure ___ RP-funded X

NPL _

Federal Facility _

Other (i.e., Walk-in): __ Explain Briefly: _____

5. Size of Site: (Based on Expenditure Plan definition of size)

Small __ Medium X Large ___ Extra Large ___

6. Dates of Remedial Action

a. Initiated August 2000 b. Completed April 2002

*Per SARA, any NPL site that is not permanently cleaned must be scheduled for a follow-up visit after 5 years to verify that cleanup measures are still satisfactory.

7. Response Action Taken on Site: (check appropriate action)

___ Initial Removal or Remedial Action (site inspection/ sampling)
X Final Remedial Action
___ RCRA enforcement/closure action
___ No action, further investigation verified that no cleanup action at site was needed.

A. Type of Remedial Action (e.g. Excavation and redisposal

on-site treatment): The remedial action activities consist of removal of visible slag and slag-impacted soil in the area of the light rail corridor and removal of slag and slag-

impacted soil to restricted land use in the area for the passenger stations: and implementing institutional control and deed restrictions (prohibiting use of the property for residential, school, daycare centers or hospitals).

B. Estimated quantity of waste associated with the site (i.e., ton/gallons/cubic yards) which was:

1. ___ treated Amount:_____
2. ___ untreated (capped sites) Amount:_____
3. _X_ removed Amount:35,500 tons

8. Cleanup Levels/Standards

a. What were the cleanup standards established by DTSC pursuant to the final remedial action plan (RAP) or workplan (if cleanup occurred as the result of a removal action (RA) or interim remedial measures (IRM) prior to development of a RAP)?

See Attachment for approved cleanup levels established in the RAW.

b. Were the specified cleanup standards met? Yes _X_ No ___

c. If "no", why not: _____

9. DTSC Involvement in the Remedial Action:

A. Did the Department order the Remedial Action?

Yes X No ___ Date of order March 29, 1987

B. Did the Department review and approve (check appropriate action and indicate date of review/approval if done):

X Sampling Analysis Procedures Date August 18, 2000

X Health & Safety Protections Date August 18, 2000

X Removal/Disposal Procedures Date August 18, 2000

X Removal Action Plan Date June 30, 1995

___ Removal Action Workplan Date May 11, 2000

C. If site was abated by a responsible party, did the Department receive a signed statement from a licensed professional on all Remedial Action?

Yes X No ___ Dates August 2000 (to) April 30, 2002

D. Did a registered engineer or geologist verify that acceptable engineering practices were implemented.

Yes X No ___ Dates August 2000 (to) April 30, 2002

E. Did the Department confirm completion of all Remedial Action?

Yes X No ___ Dates August 2000 to) April 30, 2002
(i.e. manifest, sampling, demonstrated installation and operation of treatment)

F. Did the Department (directly or through a contractor) actually perform the Remedial Action?

Yes ___ No X Name of Contractor: _____

G. Was there a community relations plan in place?

Yes X No ___

H. Was a remedial action plan developed for this site?

Yes X No ___

I. Did DTSC hold a public meeting regarding the draft RAP?

Yes _X_ No ___

J. Were public comments addressed?

Yes _X_ No ___ Date of DTSC analysis and response:

June 30, 1995 for the RAP and May 11, 2000 for the RAW

K. Are all of the facts cited above adequately documented in the DTSC files? Yes _X_ No. ___

If no, identify areas where documentation is lacking

_____

10. EPA Involvement in the Remedial Action:

A. Was the EPA involved in the site cleanup? Yes ___ No _X_

B. If yes, did EPA concur with all remedial actions?

Yes ___ No ___

C. EPA comments _____

_____

EPA staff involved in cleanup: _____
(Name, Title)

_____
(Address, Phone Number)

11. Other Regulatory Agency Involvement in the Cleanup Action:

| Agency: | Activity: |
|---|---|
| ___ RWQCB | _____ |
| ___ ARB | _____ |
| ___ CHP | _____ |
| ___ Caltrans | _____ |

___ Other _____

Name of contact persons and agency: _____

_____

_____

12. Post-Closure Activities:

A. Will there be post-closure activities at this site? (e.g. Operation and Maintenance) Yes __ No _X_

If yes, describe: There are no post closure activities for the Site. However, there will be yearly inspection and reporting of the Property to ensure the terms and requirements are observed. _____

_____

B. Have post-closure plans been prepared and approved by the Department? Yes__ No ___

C. What is the estimated duration of post-closure (including operations and maintenance) activities? ____ years.

D. Are deed restrictions proposed or in place? Yes _X_ No ___

If "yes" have deed restrictions been recorded with the County recorder? Yes_X_ No__ Date July 22, 2009

If "no", who is responsible for assuring that the deed restrictions are recorded?

_____

Who is the Division contact? _____
Name/Phone Number

E. Has cost recovery been initiated? Yes___ No _X_

RPs went through arbitration. Decision issued: _____

If yes, amount received $_____; _____% of DTSC costs.

F. Were local planning agencies notified of the cleanup action? Yes _X_ No _ _ If yes, the name and address of agency:

Permits were procured from the local agencies to implement the Removal Action _____

Workplan._____

_____

_____

13. Expenditure of Funds and Source:
(Information to be supplied by Toxic Accounting Unit.)
Funding Source and amount expended:

___ HWCA $_____ ___ HSA $_____

___ HSCF $_____ ___ RCRA $_____

___ RP $_____ ___ Other $_____

___ Federal Cooperative Agreement $_____

14. Certification Statement: Based upon the information which is currently and actually known to the Department,

__X__ The Department has determined that all appropriate response actions have been completed, that all acceptable engineering practices were implemented and that no further removal/remedial action is necessary.

___ The Department has determined, based upon a remedial investigation or site characterization that the site poses no significant threat to public health, welfare or the environment and therefore implementation of removal/remedial measures is not necessary.

___ The Department has determined that all appropriate removal/remedial actions have been completed and that all acceptable engineering practices were implemented; however, the site requires ongoing operation and maintenance (O&M) and monitoring efforts. The site will be deleted from the "active" site list following (1) a trial operation and maintenance period and (2) execution of a formal written settlement between the Department and the responsible parties, if appropriate. However, the site will be placed on the Department's list of sites undergoing O&M to ensure proper monitoring of long-term clean-up efforts.

15. Additional Comments: _____

_____

16. Certification of Remedial Action:

I hereby certify that the foregoing information is true and correct to the best of my knowledge.

1. _____ 12/1/09
Project Manager Date

2. _____ 12/1/09
Unit Chief Date